

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

2. CONTRACT NO. NRC-43-09-892		3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE 09-10-2009
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME MICHELE SHARPE, Michele.Sharpe@nrc.gov	b. TELEPHONE NO. (No Collect Calls) 301-492-3633	8. OFFER DUE DATE/LOCAL TIME 3:00pm EST
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9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Michele D. Sharpe Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> (A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Computer Security Office (CSO) Attn: Judy Petsch Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR CODE 066542197 FACILITY CODE RADIUS TECHNOLOGY GROUP INC 804 PERSHING DR STE 001 SILVER SPRING MD 209103230 TELEPHONE NO. 301-565-3400	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nrc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with on-site Role-Based Information Technology (IT) Security Training Course Instruction as described in Section B.7 "Performance Work Statement" and in accordance with the terms and conditions of this contract.</p> <p>Title: "Role-Based IT Security Training Course Instruction"</p> <p>NRC Project Officer: Judy Petsch Phone: 301-415-5148; Email: Judy.Petsch@nrc.gov</p> <p><i>[Redacted Signature]</i></p> <p align="center">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R: 97S-15-5D1-328 JC: N7343 BOC: 252A APPN No.: 31X0200 PFS# RQCS009319 OBLIGATE: \$80,000	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$91,511.26
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 62.212-1, 62.212-4, FAR 62.212-3 AND 62.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 62.212-4. FAR 62.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>[Signature]</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>[Signature]</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Christopher Archer	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jordan Pulaski Contracting Officer
30c. DATE SIGNED 9/30/09	31c. DATE SIGNED 9-29-09

SUNSI REVIEW COMPLETE

OCT 02 2009

TEMPLATE - ADM001

ADM002

Table of Contents

SECTION A	A-1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	A-1
SECTION B - CONTINUATION BLOCK	B-1
B.1 PROJECT TITLE	B-1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)	B-1
B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)	B-1
B.4 PRICE/COST SCHEDULE	B-1
B.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN.1988)	B-3
B.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	B-3
B.7 PERFORMANCE WORK STATEMENT	B-3
SECTION C - CONTRACT CLAUSES	C-1
ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	C-1
C.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)	C-1
C.2 2052.215-70 KEY PERSONNEL (JAN 1993)	C-2
C.3 52.216-18 ORDERING (OCT 1995)	C-2
C.4 ORDERING PROCEDURES (MAY 1991)	C-3
C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)	C-3
C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)	C-3
C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	C-4
C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	C-4
C.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS	C-4
C.10 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)	C-5
C.11 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)	C-5
C.12 52.219-17 SECTION 8(a) AWARD (DEC 1996)	C-6
C.13 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) ..	C-6
C.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	C-7
C.15 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)	C-7
C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2009)	C-12
C.17 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)	C-17
C.18 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)	C-18
C.19 2052.204.70 SECURITY (MAR 2004)	C-20
C.20 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)	C-22
C.21 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)	C-22
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	D-1

SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

Role-Based Information Technology (IT) Security Training Course Instruction

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contract shall cover the delivery of training courses for Role-Based IT Security.

B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on September 30, 2009 and will expire on September 29, 2009. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional two (2) one-year option.

B.4 PRICE/COST SCHEDULE

Base Year Pricing				
Task Order Sub-Task Mapping	DELIVERABLE TITLE AND REQUIRED LABOR CATEGORIES FOR COMPLETION	LABOR RATE	HOURS	TOTAL AMOUNT
1.1	QUALITY ASSURANCE PLAN			
	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Support	\$		
	TOTALS FOR QUALITY ASSURANCE PLAN			2,491.42
1.2	SCHEDULE AND BUDGET			
	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Support	\$		
	TOTALS FOR SCHEDULE AND BUDGET			2,447.90
2.1	COURSE INSTRUCTION FOR SIX COURSES			
	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Assistant	\$		
	TOTALS FOR COURSE INSTRUCTION FOR SIX COURSES			75,378.78
2.2	PARTICIPATION EVALUATION PROCESS			
	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Assistant	\$		
	TOTALS FOR PARTICIPATION EVALUATION PROCESS			1,193.16
		Base Year Labor Total \$	81,511.26	
		Base Year Travel \$	10,000.00	
		Base Year Grand Total \$	91,511.26	

Option Year 1 Pricing

Task Order Sub-Task Mapping	DELIVERABLE TITLE AND REQUIRED LABOR CATEGORIES FOR COMPLETION	LABOR RATE	HOURS	TOTAL AMOUNT
2	QUALITY ASSURANCE PLAN			
1.1	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Support	\$		
	TOTALS FOR QUALITY ASSURANCE PLAN			1,517.73
	SCHEDULE AND BUDGET			
1.2	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Support	\$		
	TOTALS FOR SCHEDULE AND BUDGET			1,517.73
	COURSE INSTRUCTION FOR SIX COURSES			
2.1	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Assistant	\$		
	TOTALS FOR COURSE INSTRUCTION FOR SIX COURSES			148,120.22
	PARTICIPATION EVALUATION PROCESS			
2.2	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Support	\$		
	TOTALS FOR PARTICIPATION EVALUATION PROCESS			2,602.44

Option Year 1 Labor Total \$ 153,758.11
 Option Year 1 Travel \$ 10,000.00
 Option Year 1 Grand Total \$ 163,758.11

Option Year 2 Pricing

Task Order Sub-Task Mapping	DELIVERABLE TITLE AND REQUIRED LABOR CATEGORIES FOR COMPLETION	LABOR RATE	HOURS	TOTAL AMOUNT
2	QUALITY ASSURANCE PLAN			
1.1	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Support	\$		
	TOTALS FOR QUALITY ASSURANCE PLAN			1,806.82
	SCHEDULE AND BUDGET			
1.2	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Support	\$		
	TOTALS FOR SCHEDULE AND BUDGET			1,806.82
	COURSE INSTRUCTION FOR SIX COURSES			
2.1	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Assistant	\$		
	TOTALS FOR COURSE INSTRUCTION FOR SIX COURSES			96,333.32
	PARTICIPATION EVALUATION PROCESS			
2.2	Technical Specialist III, Instructor	\$		
	Technical Analyst III, SME	\$		
	Administrative Support	\$		
	TOTALS FOR PARTICIPATION EVALUATION PROCESS			2,690.91

Option Year 2 Labor Total \$ 102,637.87
 Option Year 2 Travel \$ 10,000.00
 Option Year 2 Grand Total \$ 112,637.87

TOTAL ESTIMATED CEILING: \$367,907.24

B.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$91,511.26** (includes NTE Travel amount of \$10,000). The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is **\$80,000**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

B.7 PERFORMANCE WORK STATEMENT

U.S. NUCLEAR REGULATORY COMMISSION

Computer Security Office (CSO)

Performance Work Statement (PWS)

Role-Based Information Technology (IT) Security Training Course Instruction

1. OBJECTIVE

The Contractor shall support the Nuclear Regulatory Commission (NRC) Computer Security Office (CSO) with the implementation of instructor-led Information Technology (IT) Security Role-Based Training.

2. SCOPE

The Contractor shall provide the staff to instruct six (6) IT Security role-based training courses for NRC staff as follows:

- IT Security for Information Systems Security Officers (ISSOs) of General Support Systems (GSS), Major Applications (MA), and Listed Systems.
- IT Security for ISSOs of Stand-Alone Listed Systems and Other Systems

- IT Security for System Administrators of Windows-Based Systems
- IT Security for System Administrators of Linux/Unix-Based Systems
- IT Security for Senior Level IT Managers and System Owners
- IT Security for Senior Level Managers and Executives

Table 1 identifies each role along with the estimated number of individuals with that role; the IT security course title and description; the estimated length of the course; the maximum class size (estimated number of NRC students); and Number of Classes to be Offered. These values are estimates and may be modified once final courses are received (e.g., course length). Class size is dependent upon type of course and tools required (computer access at the Professional Development Center (PDC) or classroom-in-a-box (CIAB)) and will be coordinated with the Project Officer/PDC. However, NRC must concur with any changes before they are finalized. The class day cannot start before 8:30 AM and must end by 4:00 PM.

Table 1: Course Description			
Role	Course Title and Description	Est. Length of Course	Maximum Number Classes Offered
ISSOs for GSS, MA, and Listed Systems (Estimated 15-25 students per class)	<p>IT Security for ISSOs of GSSs, MAs, and Listed Systems</p> <p>This course shall provide ISSO responsibility information relevant to General Support Systems (GSS), Major Applications, and Listed Systems. This must include applicable federal laws and polices such as FISMA, NIST Special Publications (SP) and Federal Information Processing Standards (FIPS), CNSS publications, and NRC MD 12.2/12.5/12.6/12.7. Topics include the ISSO role in relation to other NRC roles and positions, information technology initiatives; roles and responsibilities; role separation; procurement; threats; vulnerabilities; risk management; personnel security; operational, management, and technical controls; planning and budgeting; site/system security plans; certification and accreditation; continuous monitoring, evaluation and verification; incident reporting; and continuity of operations.</p>	3-4 days	4 courses in the base year and 1-2 in option year 1, 1-2 in option year 2

Table 1: Course Description

Role	Course Title and Description	Est. Length of Course	Maximum Number Classes Offered
ISSOs for Standalone Listed and Other Systems (Estimated 15-25 students per class)	<p>IT Security for ISSOs of Stand-Alone Listed and Other Systems</p> <p>This course shall provide ISSO responsibility information relevant to stand-alone listed and other systems. This must include information on applicable federal laws and polices such as FISMA, NIST SP/FIPS, Committee on National Security Systems (CNSS) and NRC MD 12.2/12.5/12.6/12.7. Topics include the ISSO role in relation to other NRC roles and positions, information technology initiatives; roles and responsibilities; role separation; procurement; threats; vulnerabilities; risk management; personnel security; operational, management, and technical controls; planning and budgeting; site/system security plans; certification and accreditation; continuous monitoring, evaluation and verification; incident reporting; and continuity of operations.</p> <p>This course deals with the processing, storing, and transmission of information at the Safeguards Information (SGI) or classified national security information level.</p>	2-3 days	4 courses in the base year, 1-2 in option year 1, and 1-2 and option year 2
Sr. Level Managers and Executives (Estimated 15-30 students per class)	<p>IT Security for Senior Level Managers and Executives</p> <p>This course shall provide role responsibility information and include topics such as federal and NRC policies, guidance, regulations and requirements and NRC FISMA results, Office of Inspector General (OIG) audits and other NRC auditing or inspection reports. Also, an overview of the certification and accreditation process, threats, vulnerabilities, controls, role separation, continuous monitoring, and risk management. The course topics must be related to NRC examples and designed at a high level to help senior level managers and executives evaluate the components of an IT security program with regard to critical business functions and the NRC's specific IT requirements as well as understand their role as it relates to other NRC roles and positions.</p>	1-2 hours	3 courses in the base year, 1 in option year 1, and 1 in option year 2.

Table 1: Course Description			
Role	Course Title and Description	Est. Length of Course	Maximum Number Classes Offered
Sr. Level IT Managers and System Owners (Estimated 15-30 students per class)	<p>IT Security for Senior Level IT Managers and System Owners</p> <p>This course shall provide role responsibility information and security information. Topics include vulnerabilities, threats, and controls; role separation; life-cycle management; risk management; system security plans; continuous monitoring, the operational aspects associated with certification and accreditation, to include required documentation, and continuous monitoring and maintenance.</p>	1-2 hours	3 courses in the base year, 1 in option year 1, and 1 in option year 2
System Administrators (Windows) (Estimated 15-25 students per class)	<p>IT Security for Windows System Administrators</p> <p>This course shall provide role responsibility information and identify relationships with other NRC roles and positions, particularly the system ISSO.</p> <p>The generic System Administrator portion discusses security configuration guidelines and other NRC polices and procedures. Also included is an overview of certification and accreditation, vulnerabilities, threats, the importance of controls, monitoring, and incident response.</p> <p>The remaining portion of the class is devoted to hands-on exercises that guide students in implementing current security configuration requirements for Microsoft Windows servers and workstations.</p>	4-5 days	0 courses in the base year, 4 in option year 1, and 1-2 in option year 2
System Administrators (Linux/Unix) (Estimated 15-25 students per class)	<p>IT Security for System Linux / Unix System Administrators</p> <p>This course shall provide role responsibility information and identify relationships with other NRC roles and positions, particularly the system ISSO.</p> <p>The generic System Administrator portion discusses security configuration guidelines and other NRC polices and procedures. Also included is an overview of certification and accreditation, vulnerabilities, threats, the importance of controls, monitoring, and incident response.</p> <p>The remaining portion of the class is devoted to hands-on exercises that guide students in implementing current security configuration requirements for Linux/Unix servers.</p>	4-5 days	0 courses in the base year, 4 in option year 1, and 1-2 in option year 2

2.1. Hours of Operation

The Contractor shall have access to the Government facilities only during scheduled training sessions, i.e., Professional Development Center (PDC) and/or NRC HQ conference rooms: five (5) days per week; Monday through Friday from 7:00 a.m. to 4:30 p.m., except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

2.2. Place of Performance

The primary place of performance shall be any NRC Headquarters facility where training will be conducted. Provide physical classroom space at one of four DC-metro NRC locations. The addresses for these locations are as follows:

NRC Headquarters:
One White Flint North
11555 Rockville Pike
Rockville, Maryland 20852-2738

NRC Headquarters:
Two White Flint North
11545 Rockville Pike
Rockville, Maryland 20852-2738

Executive Blvd Building Center
6003 Executive Boulevard
Rockville, Maryland 20852

NRC Professional
Development Center
7201 Wisconsin Avenue, Suite 425
Bethesda, MD 20814

If travel to other NRC locations is required, NRC will provide classroom space and ensure this space meets the Contractor requirements. Locations outside of the DC-metro area may include travel to one of NRC's Regional Offices located in King of Prussia, PA (R-I), Atlanta, GA (R-II), Lisle, IL (R-III), or Arlington, TX (R-IV).

2.3. Travel Requirements

Local travel expenses will not be reimbursed by the NRC and on-site parking is not available.

Occasional travel to the NRC Regional locations and remote NRC facilities including State and Local Government facilities and external commercial and government application service providers and application hosting facilities may be required.

Total expenditures for domestic travel (does not include travel to NRC Headquarters) may not exceed **\$10,000.00** for each year of the period of performance, without the prior written approval of the contracting officer.

3. PERSONNEL REQUIREMENTS

This contract requires work with unclassified information and information systems. Contractors will require an IT-1 access request.

The contractor shall provide a Subject Matter Expert (SME) in the field of Information Security and have experience supporting and providing training as stated in Section 1, Objective.

The contractor's personnel shall have an understanding of the following operating systems: VMware, Linux, Solaris 10, Microsoft Windows XP Professional, Microsoft Windows 2003 Servers, Microsoft Windows 2000 Servers, and Novell Servers and maintain currency with them as they progress their version changes during the period of performance. The contractor's personnel shall have an understanding of the following applications: GroupWise, Exchange, Microsoft Internet Information Services (IIS), Oracle, Sybase, Citrix, and Rational. The contractor's personnel shall have expertise in the following areas: network engineering, network

monitoring, Intrusion Detection Systems (IDS), Firewalls, Virtual Private Networking (VPN), Public Key Infrastructure (PKI), Wireless, Remote Access Systems (RAS), Malware, and Spyware.

The contractor shall have experience with adhering to the following federal regulations, guidelines, and standards:

- Federal Information Security Management Act of 2002,
- E-Government Act of 2002,
- Clinger-Cohen Act of 1996,
- Financial Management Improvement Act of 1996,
- Financial Management Integrity Act of 1982,
- Privacy Act of 1974,
- Federal Enterprise Architecture (FEA),
- OMB memorandums,
- OMB circulars,
- Presidential Directives,
- Department of Homeland Security Incident Response Directives,
- National Security Directives,
- Executive Orders,
- Intelligence Reform and Terrorism Prevention Act,
- Director of Central Intelligence Directives,
- NIST FIPS,
- NIST SP 800 series,
- CNSS publications,
- Guide for Information Security Program Assessments and System Reporting Form, and
- National Strategy for Secure Cyberspace.

4. SPECIAL PERSONNEL REQUIREMENTS

In the event of an emergency, the Contractor shall provide contact information (e.g., telephone numbers) for the Project Manager and designated alternate(s) in case these persons need to be contacted outside of normal duty hours. These personnel shall respond to all inquiries, both during and outside of normal duty hours, within one (1) hour.

5. GOVERNMENT-FURNISHED INFORMATION

In the event of temporary absences such as, but not limited to, personal time off, illness, and vacation, the Contractor shall immediately provide, as interim coverage, a qualified substitute subject to the approval of the NRC Project Officer. The NRC Project Officer will be notified by email of any personnel change. All NRC sites are secure facilities; therefore, all Contractor personnel must be entered into the NRC Visitor Access Request (VARS) system to receive a badge for entrance to NRC facilities. Any change in contractor personnel must be received by the NRC Project Officer at least 48 hours prior to allow for required access.

The NRC will provide or make available to the Contractor at the site of training Government furnished classroom space, white board, work desk, and office supplies. Training materials (workbooks, classroom-in-a-box (CIAB) laptops, etc.) will be provided by the Government, to include personnel who shall provide, operate, and maintain the classroom equipment (CIAB) needed to conduct the hands-on technical training courses. NRC will provide the necessary personnel to setup the course equipment at the beginning of the hands-on technical course and to tear down the course equipment once the course has been completed. NRC will have personnel available during the course to fix technical issues with the provided equipment.

The Contractor is responsible for its employees (federal and Contractor) appropriate use of Government furnished and contractor provided equipment, services, and access. Contractor personnel are prohibited from using Government/contractor furnished equipment for personal use.

All information, regardless of media, provided by the Government and/or generated for the Government in the performance of this contract are Government property and shall be maintained and disposed of by the Government. At the time of disposition, the Contractor shall box, label contents, and deliver as directed by the Contracting Officer.

6. SPECIFIC TASKS AND DELIVERABLES

The following deliverables shall be provided by the contractor:

TASK 1: QUALITY ASSURANCE PLAN

The Contractor shall develop and implement a project plan to ensure the completion of the tasks identified in this SOW occur as expected. The Contractor shall be required to develop and maintain an Integrated Security Activity Project Plan and perform integrated activity scheduling. This deliverable shall be developed at the individual project level (i.e., each course drafted) and aggregate to the program level. The Project Plan shall incorporate all tasks and projects such that the individual projects roll up into an integrated security project schedule encompassing all NRC security related activities, services, and deliverables. The Project Plan shall identify resources for each activity and include the Work Breakdown Structure levels. The Project Plan will include:

1) 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 project plan shall specify, at the task and task order level, a schedule and budget to accomplish the work and identify the resources needed to complete the work. Resources include manpower, hardware, software, equipment, travel, etc. The contractor shall ensure the WBS laid out in the project plan adequately defines all work necessary to meet the requirements of this contract.

Microsoft Project shall be used to develop and maintain the project plan. The project plan shall be provided to the NRC Project Officer on a monthly basis and shall be delivered in conjunction with the Monthly Status Report.

2) Schedule and Budget

The schedule and budget will identify what resources are needed, identify how much effort is required, and when each of the tasks specified in the WBS can be completed. The Contractor shall allocate a portion of the budget for each work package that comprises the WBS, and ensure that the WBS adequately defines all work necessary to meet the requirements for the project.

Note: All parties working under this task order will contribute to the development and maintenance of the integrated schedule.

TASK 2: INSTRUCTIONAL SUPPORT SERVICES

The Contractor shall provide the following instructional support services:

Subtask 2.1: Course Instruction

The Contractor shall provide course instruction for the following courses: IT Security for ISSOs of GSSs, MAs, and Listed Systems; IT Security for ISSOs of Stand-Alone Listed Systems and Other Systems; IT Security for System Administrators of Windows-Based Systems; IT Security for System Administrators of Linux/Unix-Based Systems; IT Security for Senior Level IT Managers and System Owners; and IT Security for Senior Level Managers and Executives.

The actions the Contractor shall perform include, but are not limited to, the following:

- The Contractor shall perform a review of each course's instructional materials to draft a pretest and post test to provide an evaluation measure for student comprehension of materials.
- Provide instructors to NRC to teach IT security courses as shown in Table 1.
- Conduct training Monday thru Friday between the hours of 8:30 AM and 4:00 PM, excluding Federal holidays.

The NRC will perform the following during course instruction:

- During each course, NRC shall provide a subject matter expert (SME) for the entire class to participate and provide specific NRC answers.
- Work with the Contractor to ensure instructors have access to the NRC building and appropriate badge and escort as required by NRC policies.
- Provide a briefing to the Contractor's instructors on NRC physical building security requirements.
- Reserve the right to inspect, for security reasons, any and all computer equipment that is brought into any NRC facility.
- Responsible for the physical security of the classroom equipment while it is within NRC facilities.

Subtask 2.2: Participant Evaluation Process Services

The NRC course evaluation form is Attachment 2 of this document. NRC may give the Contractor a new course evaluation form during any of the quarterly meetings.

On the last day of each course, the Contractor will distribute the course evaluation forms to the students. The evaluation forms shall be filled out and returned to the instructor. The instructor shall collect the evaluation forms and provide them to the NRC Project Officer in a sealed envelope. The evaluation forms must be sent to the NRC Project Officer within three business days of the conclusion of the course.

NRC will analyze the evaluation forms to determine if any changes are needed. Results will be discussed with the Contractor at the quarterly review meetings.

The format for recommendations will be specified in each applicable task order.

Monthly Progress Reports

Monthly Progress Reports must be submitted to the NRC Project Officer no later than close of business on the 5th day of the month. Monthly Progress Reports shall cover all contractor activity that occurred during the previous month. Monthly Progress Reports must be submitted on the prime Contractor's letterhead and be accompanied by a copy of that month's invoice (formal submission of the invoice will be completed in accordance with the Billing Instructions). These reports must contain the information specified in Attachment 1 – MONTHLY PROGRESS REPORT FORMAT.

6.1. Deliverable Standards

6.1.1. Performance Measures

TASK 1 Performance Measures:

The NRC Project Officer will evaluate the Contractor's performance based on their ability to meet the schedule identified in the Integrated Security Activity Project Plan described above. No more than 10% of required reports delivered by the contractor to the appropriate NRC Project Officer may be later than 3 business days.

- i. Target:** **90% by Agreed Date**
- ii. Data Source:** **Integrated Security Activity Project Plan**
- iii. Responsible Party:** **Contractor**
- iv. Frequency:** **On a monthly basis, delivered in conjunction with the Monthly Status Report**
- v. Performance Standard:** **100% payment of monthly invoice if 90% of required reports are delivered by agreed date; 1.5% deduction from monthly invoice if less than 90% of required reports are delivered by agreed date.**

TASK 2 Performance Measures:

6.1.1.1. Description

The NRC Project Officer will evaluate the effectiveness of the instructor's presentation of the course materials as noted by the participant evaluation form.

- This will include the instructor's ability to answer questions and keep the discussion focused on relevant topics.
- The instructor's responsive to the student's learning needs by being receptive to new ideas and other viewpoints.
- The instructor expressing ideas clearly and with continuity such that the students were able to grasp the key teaching concepts (as demonstrated by the student's questions, and their participation in/completion of in-class instructional activities)

The results of the evaluations will be collected and reported to the contractor in order to ensure continued improvement in product quality. The purpose of the evaluations is to help ensure alignment between NRC and Contractor quality expectations and confirm that the information provided meets or exceeds the quality performance metric. Compliance will be monitored via NRC Project Officer.

- i. Target:** **Quality Assurance 70%**
- ii. Data Source:** **Participant Evaluation**
- iii. Responsible Party:** **Contractor**
- iv. Frequency:** **Following performance of a course**
- v. Performance Standard:** **100% payment of monthly invoice if quality assurance is 70%; 1.5% deduction from monthly invoice if quality assurance is less than 70%**

6.1.1.2. Description

The NRC Project Officer will evaluate the effectiveness of the instructor's presentation of the course materials as noted by scores on the pretest given before training and the post test given at the conclusion of training. The results of the pre/post tests will be collected by the contractor and reported to the NRC Project Officer in order to ensure continued improvement in product quality. The purpose of the pre/post tests is to help ensure alignment between NRC and Contractor quality expectations and confirm that the information provided meets or exceeds the quality performance metric. Compliance will be monitored via NRC Project Officer.

- i. Target:** Class's averaged passing rate on post test $\geq 70\%$
- ii. Data Source:** Pre/post test
- iii. Responsible Party:** Contractor
- iv. Frequency:** Following performance of a course
- v. Performance Standard:** 100 % payment of monthly invoice if class's averaged passing rate on post test $\geq 70\%$; 1.5% deduction from monthly invoice if class's averaged passing rate on post test is $\leq 70\%$.

6.1.1.3. Description

The NRC Project Officer will evaluate the effectiveness of the instructor to lead the class:

- Ability to keep to the course schedule (start and end on time) and use the class time well (such that the training covered the required content *and* met the course objectives)
- Conducted himself/herself in a professional manner
- Encouraging course participation, involvement and interaction among the students

- i. Target:** Quality Assurance 70%
- ii. Data Source:** Participant Evaluation, NRC SME Observation
- iii. Responsible Party:** Contractor
- iv. Frequency:** Following performance of a course
- v. Performance Standard:** 100% payment of monthly invoice if quality assurance is 70%; 1.5% deduction from monthly invoice if quality assurance is less than 70%

Monthly Progress Reports

7.1.1.1.1 Description

The NRC Project Officer will evaluate the integrity, currency, and relevance of the information contained in the Contractor's deliverables as identified in the Monthly Progress report. The results of the reports will be collected and reported to the Contractor in order to ensure continued improvement in product quality. The purpose of the reports is to help ensure alignment between NRC and Contractor quality expectations and confirm that the information provided meets or exceeds the quality performance metric. Compliance will be monitored via NRC Project Officer final deliverable submission acceptance. No more than 10% of required reports delivered by the contractor to the appropriate the NRC Project Officer may be later than 3 business days.

- i. Target:** 90% by Agreed Date
- ii. Data Source:** Monthly Status Report
- iii. Responsible Party:** Contractor
- iv. Frequency:** On a monthly basis
- v. Performance Standard:** 100% payment of monthly invoice if 90% of required reports are delivered by agreed date; 1.5% deduction from monthly invoice if less than 90% of required reports are delivered by agreed date.

6.1.2. Deliverable File Formats

The Contractor shall provide all documentation to the NRC Project Officer electronically via electronic mail in all the following formats, except as specifically stated herein: Microsoft Word (version 2003), Microsoft Excel

(version 2003), Microsoft Project (version 2003), and Adobe PDF. All electronic mail shall be transmitted from the contractor's NRC electronic mail account. Personal and corporate electronic mail accounts shall not be used to transmit sensitive NRC information.

6.1.3. Standard for Grammar and Mechanics

All documentation submitted by the contractor shall conform to the Chicago Manual of Style, as amended by any applicable NRC format templates and requirements.

6.1.4. Draft and Final Submission

All contract deliverables submitted to the NRC must conform to the standards referenced in this SOW and will be reviewed by the NRC.

All documentation shall be submitted in draft form for comment to the NRC Project Officer. The NRC will be given five (5) business days to generate comments and submit them to the contractor. Once the contractor receives NRC's comments, the contractor shall have three (3) business days to generate the final draft version of the document. Then, the final draft will be sent to the NRC Project Officer for review and approval. Once the final draft has been accepted by the NRC Project Officer, the contractor will be given one (1) business day to revise the document and publish it in ADAMS. This constitutes a revision cycle.

Any changes required after the first revision cycle shall be completed at no additional cost to the Government. The first revision cycle for a deliverable shall be acceptable to the Government when the Contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC Project Officer.

The following provisions also apply to all deliverables:

- **Reporting Requirements:** In addition to meeting the delivery schedule in the timely submission of any draft and final reports, summaries, data and documents that are created in the performance of this contract, the Contractor shall comply with the directions of the NRC regarding the contents of the report, summaries, data and related documents to include correcting, deleting, editing, revising, modify, formatting, and supplementing any of the information contained therein at no additional cost to the NRC. Performance under the contract shall not be deemed accepted or completed until the NRC's directions are complied with. The reports, summaries, data and related documents shall be considered draft until approved by the NRC. The Contractor agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data and related documents created under this contract remains solely within the discretion of the NRC.
- **Publication of Results:** Prior to any dissemination, display, publication or release of articles, reports, summaries, data or related documents developed under the contract, the Contractor shall submit for review and approval by the NRC the proposed articles, reports, summaries, data and related documents that the contractor intends to release, disseminate or publish to other persons, the public or any other entities. The contractor shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents or the contents therein that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor agrees to conspicuously place any disclaimers, markings or notices directed by the NRC on any articles, reports, summaries, data and related documents that the contractor intends to release, display, disseminate or publish to other persons, the public or any other entities. The Contractor agrees and grants a royalty free, nonexclusive, irrevocable world-wide license to the government to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data and related documents developed under the contract, for any governmental purpose and to have or authorize others to do so.

- Identification/ Marking of Sensitive and SAFEGUARDS Information: The decision, determination or direction by the NRC that information constitutes sensitive or SAFEGUARDS information remains exclusively a matter within the authority of the NRC to make. In performing the contract, the Contractor shall clearly mark sensitive unclassified non-SAFEGUARDS information (SUNSI), sensitive, and SAFEGUARDS information to include for example Official Use Only and SAFEGUARDS Information on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the Contractor shall use the applicable NRC cover sheet forms (e.g. NRC Form 461 SAFEGUARDS Information and NRC Form 190B Official Use Only) in maintaining these records and documents. The Contractor shall ensure that sensitive and SAFEGUARDS information is handled appropriately, maintained and protected from unauthorized disclosure. The Contractor shall comply with the requirements to mark, maintain and protect all information including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.6.
- Remedies: In addition to any civil, criminal and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions and or NRC directions may result in suspension, withholding or offsetting of any payments invoiced or claimed by the Contractor. If the Contractor intends to enter into any subcontracts or other agreements to perform this contract, the Contractor shall include all the above provisions in any subcontract or agreements.

Additional written reports may be required and negotiated.

6.1.5. Deliverable Reviews

Deliverable Reviews will be held to provide the contractor with feedback related to improving the quality of deliverables, including feedback received from Customer Satisfaction Surveys. Such reviews will be coordinated by the NRC Project Officer as required to supplement written comments provided on deliverable submissions. The written minutes of all deliverable review meetings shall be prepared by the Government. Should the contractor not concur with the minutes, the contractor shall so state any areas of non-concurrence in writing to the NRC Project Officer within ten calendar days of receipt of the minutes. Failure to correct and identify defects, and integrate the NRC Project Officer's comments into the deliverable may result in the issuance of a Contract Discrepancy Report (CDR) by the Contracting Officer. Upon issuance of a CDR, a meeting will be held.

6.1.6. Other Reporting Requirements

The Contractor shall bring problems or potential issues affecting performance to the attention of the NRC Project Officer and Contracting Officer as soon as possible. Verbal reports shall be followed up with written reports and meetings.

7. Post Award Meeting

The Government will schedule a kick-off meeting once the contractor's key personnel have had their IT-1 Access Requests approved. The NRC Project Officer will provide an agenda prior to the meeting. The Contractor shall participate in the meeting to establish process, procedures and priority of tasking. The Contracting Officer, the NRC Project Officer, and the NRC Project Officer's technical personnel will represent the Government. The Contractor shall have equivalent representation at the meeting. The contractor will be responsible for taking the minutes of this meeting. The minutes will be documented using Microsoft Word. The contractor must send the minutes to the Project Officer for approval within 3 business days. Following the kick-off meeting, the Contractor shall meet at least weekly with the NRC Project Officer during the first month of the contract. Subsequent meetings will be scheduled on a regular basis.

SECTION C - CONTRACT CLAUSES**ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.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: Judy Petsch
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T2-C2
Washington, DC 20555

Telephone Number: (301) 415-5148
Email: Judy.Petsch@nrc.gov

The alternate project officer is:

Name: Bill Dabbs
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T2-C2
Washington, DC 20555

Telephone Number: (301) 415-0524
Email: Bill.Dabbs@nrc.gov

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(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.

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

C.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

St. Ignace, Assn.
John Ribeiro

St. Ignace
Subject: Metro Exp.

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.

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 30, 2009 through September 29, 2010.

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

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

C.4 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract: None

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$80,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$95,167.00;

(2) Any order for a combination of items in excess of \$95,167.00; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months.

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

C.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

C.10 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

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

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

C.11 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-43-09-892 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 RADIUS TECHNOLOGY GROUP INC 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-43-09-892 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.

C.12 52.219-17 SECTION 8(a) AWARD (DEC 1996)

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

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

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

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

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

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

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

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

C.13 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an

endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

C.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (JUNE 2007)	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007

(End of Addendum to 52.212-4)

C.15 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with

the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

(t) Central Contractor Registration (CCR).

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

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

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

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

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

C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2009)

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

(1) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved]

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

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

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

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

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

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

(10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

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

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

(12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

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

- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

- (ii) Alternate I (Jan 2004) of 52.225-3.
 - (iii) Alternate II (Jan 2004) of 52.225-3.
 - (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 - (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

□ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

□ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(iii) [Reserved]

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

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

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

C.17 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.

C.18 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 therefore (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.

C.19 2052.204.70 SECURITY (MAR 2004)

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

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

types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

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

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

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

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

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

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

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

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter

that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

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

C.20 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.

C.21 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 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 favorable 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.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- ATTACHMENT #1 – MONTHLY PROGRESS REPORT FORMAT
- ATTACHMENT #2 – EVALUATION FORM FORMAT
- ATTACHMENT #3 - BILLING INSTRUCTIONS
- ATTACHMENT #4 - NRC 187

MONTHLY PROGRESS REPORT FORMAT

1. WORK PROGRESS STATUS

a. General Information/Description

- Contract Number
- The NRC Project Officer and telephone number
- The Contractor Project Officer and telephone number

b. Financial Summary

- Total amount of funds obligated
- The total planned cost incurred for fiscal year to date, and cumulative to date
- The total estimated cost for the fiscal year to date and cumulative to date
- The total actual cost for the fiscal year to date and cumulative to date
- Percentage of funds expended against obligated funds

2. SCHEDULE/MILESTONE STATUS

Planned Tasks	Scheduled Completion Date	Revised Completion Date	Actual Completion Date	Hours	Cost
Task 1 – Description	mm/dd/yy	mm/dd/yy	mm/dd/yy	Hours	\$

- Planned Tasks - Brief summary of the work; include any report or travel.
- Scheduled Completion Date - Date the task is scheduled for completion or a timeframe if a date is not known.
- Revised Completion Date - Revised date the task is scheduled for completion based on a change. The reason for the change must be given in the "Problem/Resolution" section.
- Actual Completion Date - The date the task was actually completed.
- Hours - The number of hours spent on the task to date.
- Cost - The amount of money expended on the task to date.

3. WORK PERFORMED DURING THE PERIOD

A description of the work performed and accomplished during the reporting period. The description should provide the reader with sufficient explanation of the work to justify the amount of expenditures.

A description of all deliverable deficiencies encountered during the reporting period with associated corrective actions implemented. A trend analysis of all deficiencies to date (cumulative) shall also be included in the report. Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the persons traveling, the duration of the travel, the purpose of the travel, and any work/accomplishments not reflected elsewhere

4. PROBLEM/RESOLUTION

All problems encountered during the reporting period should be clearly and sufficiently identified and stated. Then, the resolution or the proposed solution should be briefly described. It should be clearly evident, from a reading of the description, the personnel responsible for solving the problem, should it still exist at the time the report is written.

Notwithstanding the status of the problem at the time the Progress Report is written, all problems should be recorded in the "Problem/ Resolution" section of the Progress Report for documentation/historical purposes. If the problem still exists in a subsequent month, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.

Problems or circumstances that require a change in the level of effort/costs, scope, or travel requirements are to be described in the Progress Reports for documentation purposes, but are to be dealt with separately in a letter addressed to the Project Officer and Contracting Officer.

5. PLANS FOR NEXT PERIOD

Provide a brief description of the work to be performed / accomplished during the next reporting period. If a milestone is expected to be completed during the next report period, identify this milestone.

OFFICE OF HUMAN RESOURCES
Participant Evaluation

Name _____

Workshop # (Title) _____ Date: _____

Name of Instructor: _____

PLEASE USE THE FOLLOWING RANKING SCALE TO RATE THE FOLLOWING ITEMS:

<u>Unsatisfactory</u>	<u>Below Average</u>	<u>Average</u>	<u>Very Good</u>	<u>Excellent</u>
1-2	3-4	5-6	7-8	9-10

A. WORKSHOP MATERIALS:

1. How well was the subject matter of this workshop covered in the handbook? _____
2. How well was the material organized in the handbook? _____
3. How suitable were the instructional materials for this workshop? _____
4. How effective were the workshop materials? _____

B. WORKSHOP

1. How well were the objectives of this workshop met? _____
2. What did you particularly like about the workshop? What were its strengths?

3. What were the weaknesses of this workshop? What aspect of this workshop requires improvement?

4. What is your overall rating for the workshop using the above ranking scale? _____

C. INSTRUCTOR:

1. How effective was the instructor in presenting this workshop? _____
2. How was the instructor's ability to answer questions? _____
3. How effective was the instructor in keeping discussions focused on relevant topics? _____
4. How courteous and tactful was the instructor? _____
5. What were the instructors' strengths?

6. What were the instructors' weaknesses?

0705-5311

D. PERSONAL KNOWLEDGE:

Please rate your knowledge and skill level of the subject matter.

1. Before taking the workshop:

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____
(None) (High)

2. After taking the workshop:

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____
(None) (High)

3. Will you be able to use what you learned in this workshop to perform you daily responsibilities?

Not at all _____ Minimally _____ Somewhat _____ Mostly _____ Completely _____

4. If not, why?

BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE 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

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

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

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is

provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices 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.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL (SAMPLE FORMAT - COVER SHEET)

1. Official Agency Billing Office

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

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. 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).
- c. Contract Number. Insert the NRC contract number.
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.

g. Required Attachments (Supporting Documentation). Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

3. Definitions

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period from _____ through _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(a) <u>Direct Costs:</u>		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____
(6) Consultants	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____

Total Costs: \$ _____ \$ _____

<p>NRC FORM 187 (7-2008) NRCMD 12</p> <p style="text-align: center;">U.S. NUCLEAR REGULATORY COMMISSION</p> <p style="text-align: center;">CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS</p>		<p>AUTHORITY The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.</p> <p>COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE</p>																																				
<p>1. CONTRACTOR NAME AND ADDRESS</p>	<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p>	<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>																																				
<p>B. PROJECTED START DATE 10/01/2009</p>		<p>C. PROJECTED COMPLETION DATE 09/30/2011</p>																																				
<p>3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE</p>																																						
<p>A. DOES NOT APPLY <input checked="" type="checkbox"/></p>	<p>B. CONTRACT NUMBER</p>	<p>DATE</p>																																				
<p>4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION</p> <p style="text-align: center;">CSO Information Assurance Systems (IAS) Installation Operation and Maintenance (IO&M)</p>																																						
<p>5. PERFORMANCE WILL REQUIRE</p>																																						
<p>A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION</p> <p><input checked="" type="checkbox"/> YES (If "YES," answer 1-7 below)</p> <p><input type="checkbox"/> NO (If "NO," proceed to 5.C.)</p>	<p>NOT APPLICABLE</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">NATIONAL SECURITY</th> <th colspan="2" style="text-align: center;">RESTRICTED DATA</th> </tr> <tr> <th style="text-align: center;">SECRET</th> <th style="text-align: center;">CONFIDENTIAL</th> <th style="text-align: center;">SECRET</th> <th style="text-align: center;">CONFIDENTIAL</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>	NATIONAL SECURITY		RESTRICTED DATA		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
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<p>1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION</p>																																						
<p>2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)</p>																																						
<p>3. GENERATION OF CLASSIFIED MATTER.</p>																																						
<p>4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.</p>																																						
<p>5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.</p>																																						
<p>6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.</p>																																						
<p>7. OTHER (Specify)</p>																																						
<p>B. IS FACILITY CLEARANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>																																						
<p>C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.</p> <p>D. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.</p> <p>E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.</p> <p>F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.</p>	<p>G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.</p> <p>H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.</p> <p>I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS.</p> <p>J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.</p>																																					
<p>FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.</p> <p style="text-align: center;">NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.</p>																																						

6 INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:		
NAME AND TITLE <p style="text-align: center;"><i>Bill Dabbs</i> IT Specialist</p>	SIGNATURE <p style="text-align: center;"><i>Will T. L.</i></p>	DATE <p style="text-align: center;">6/4/09</p>
7. CLASSIFICATION GUIDANCE		
NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES <p>The Information Assurance Systems (IAS) will be used by the U.S. NRC Computer Security Office to monitor, detect, report, contain and restore the NRC SUNSI computing environment to a trusted posture when attacked or modified by malicious entities or software. Cyber security threat information, handled by the intelligence community will be necessary to ensure that the IAS is regularly updated to maintain a viable and up to date security posture to protect NRC computing assets. The contractor, in the performance of operating and maintaining the IAS will require routine access to this information which is classified at the secret level.</p>		
8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:		
<input type="checkbox"/> AUTHORIZED CLASSIFIER (Name and Title) <input checked="" type="checkbox"/> DIVISION OF FACILITIES AND SECURITY		
9. REQUIRED DISTRIBUTION OF NRC FORM 187 <i>Check appropriate box(es)</i>		
<input checked="" type="checkbox"/> SPONSORING NRC OFFICE OR DIVISION (Item 10A) <input checked="" type="checkbox"/> DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT <input checked="" type="checkbox"/> DIVISION OF FACILITIES AND SECURITY (Item 10B) <input type="checkbox"/> CONTRACTOR (Item 1) <input type="checkbox"/> SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.		
10. APPROVALS		
SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.		
	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
Patrick Howard	<i>[Signature]</i>	June 4, 2009
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Robert Webber	<i>[Signature]</i>	6/3/09
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT <small>(Not applicable to DOE agreements)</small>	SIGNATURE	DATE
Phyllis Bower	<i>[Signature]</i>	9/25/09
REMARKS Contractor(s) will be on site at NRC Headquarters. New 8(a) contract. Selection currently not made.		