AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) | RATING: N/A | PAGE 1 OF PAGES 50

2. CONTRACT NO. (Proc. Inst. Ident.): NRC-10-10-420

3. EFFECTIVE DATE: SEP 30 2010

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: 10-10-420

5. ISSUED BY — CODE 3100
U.S. Nuclear Regulatory Commission
ATTN: Michael Turner
Mail Stop: TWB-01-B10M

Washington, DC 20555

6. ADMINISTERED BY (If other than Item 5) — CODE 3100
U.S. Nuclear Regulatory Commission
Div of Contracts
Mail Stop: TWB-01-B10M

Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

DIGITRONICS, INC.

3918 PROSPERITY AVE STE 301

FAIRFAX VA 220313333

CODE 113434752 | FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) See Block 12 ADDRESS SHOWN IN | ITEM

11. SHIP TO/MARK FOR — CODE
U.S. Nuclear Regulatory Commission

Washington DC 20555

12. PAYMENT WILL BE MADE BY — CODE DUNS 113434752
Department of Interior/NBC
NRCpayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80325-2230

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

14. ACCOUNTING AND APPROPRIATION DATA
B&R#:04015-5B1C16 JC#:H1207 BOC#:252A APPN#:X0200
FFS# ADM-10-420 DUNS# 113434752 Obligate $165,349.93

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Contractor shall provide all labor, materials, training, and equipment required to furnish a complete and functional Physical Access Control Security System at the NRC Bethesda Gateway and Headquarters Complex. This is a Time and Materials contract. All work shall be performed in accordance with the enclosed Statement of Work. The total ceiling of this contract is $165,349.93				
	15G. TOTAL AMOUNT OF CONTRACT				

16. TABLE OF CONTENTS

See Attached Table of Contents

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

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ADM-10-420, dtd. 8/27/10 as amended 9/21/10, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above andon any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation andyour offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print): Mala Grover

20A. NAME OF CONTRACTING OFFICER
Michael A. Turner,
Contracting Officer

19B. NAME OF CONTRACTOR
BY Mikovet
(Signature of person authorized to sign)

19C. DATE SIGNED: 9/30/10

20B. UNITED STATES OF AMERICA
BY Michael A. Turner
(Signature of Contracting Officer)

20C. DATE SIGNED: 9/30/2010

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

SUNSI REVIEW COMPLETE

OCT 04 2010

STANDARD FORM 26 (REV. 10/2000)
Prescribed by GSA FAR (48 CFR) 53.214(a)

Table of Contents

PART I - THE SCHEDULE A-1

SECTION A - SOLICITATION/CONTRACT FORM A-1

SF 26 AWARD/CONTRACT A-1

PART I - THE SCHEDULE B-1

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS B-1

B.1 PROJECT TITLE B-1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) B-1
B.3 SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS B-1
B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED B-4
B.5 CONSIDERATION AND OBLIGATION—DELIVERY ORDERS B-4

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK C-1

C.1 INTRODUCTION C-1
C.2 BACKGROUND C-1
C.3 OBJECTIVE C-1
C.4 ROLES AND RESPONSIBILITIES C-1
C.5 SCOPE OF WORK C-2
C.6 CONTRACT TASKS C-5

SECTION D - PACKAGING AND MARKING D-1

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

SECTION E - INSPECTION AND ACCEPTANCE E-1

SECTION F - DELIVERIES OR PERFORMANCE F-1

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE F-1
F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987) F-1
F.3 PLACE OF DELIVERY--REPORTS (JUN 1988) F-1

SECTION G - CONTRACT ADMINISTRATION DATA G-1

G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004) G-1

SECTION H - SPECIAL CONTRACT REQUIREMENTS H-1

H.1 2052.215-70 KEY PERSONNEL (JAN 1993) H-1
H.2 2052.204.70 SECURITY (MAR 2004) H-1
H.3 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006) H-3
H.4 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007) H-3
H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988) H-6
H.6 SEAT BELTS H-6
H.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002) H-6
H.8 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003) H-6
H.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006) H-6
H.10 PROHIBITON OF FUNDING TO ACORN (NOV 2009) H-7
H.11 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009) H-7

H.12 OTHER APPLICABLE SECTION 8(a) CONTRACT CONDITIONS H-8

PART II - CONTRACT CLAUSES I-1

SECTION I - CONTRACT CLAUSES I-1

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) I-1
I.2 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007) I-1
I.3 52.219-17 SECTION 8(a) AWARD (DEC 1996) I-5
I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) I-6

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS J-1

SECTION J - LIST OF ATTACHMENTS J-1

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"Upgrade Physical Access Control System at Bethesda Gateway for HSPD-12 Compliance"

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide all labor, materials, training and equipment required to furnish a complete and functional security system at the NRC's Bethesda Gateway location.

B.3 SUPPLIES OR SERVICES

CLIN/DESCRIPTION	QUANTIY	UNIT	UNIT PRICE	FIRM-FIXED AMOUNT
CLIN 0001 – MATERIALS FOR BETHESDA GATEWAY PHYSICAL ACCESS CONTROL SECURITY SYSTEM • Micro 3 PXN-Plus • 3 Amp Power Supply • 8RP Reader Board • 20 Digital Input, 20 supervised points, 1K supervision resistors supplied, M5 and M3000 • 16 Digital Output, 16 -.04A @ 24VDC (max.), M5 and M3000 • Transition T-520-PIV US Government Prox Reader • WIU-4-FIPS Interface w/Can • Request to Exit Motion • Relay Boards • Power Supply for Locks/Strikes • 12V 18AH Battery • Power Cords	[redacted]	Lot	[redacted]	[redacted]
CLIN 0001 - TOTAL FIRM FIXED PRICE				**$21,033.28**

CLIN/DESCRIPTION	QUANTIY	UNIT	UNIT PRICE	FIRM-FIXED AMOUNT
CLIN 0002 – MATERIALS FOR NRC HEADQUARTERS COMPLEX PHYSICAL ACCESS CONTROL SECURITY SYSTEM • Transition T-520-PIV US Government Prox Reader • WIU-4-FIPS Interface w/Can • Request to Exit Motion • Magnetic Contact,3/4" Recessed Press Fit,White DPDT,1/3" Gap, UL,ULC • Door Release Button • Maglock • Electric Strike w/plate • Power Supply for locks/strikes • 12V 18AH Battery	[redacted]	Lot	[redacted]	[redacted]
CLIN 0002 - TOTAL FIRM FIXED PRICE				**$46,492.41**

CLIN/DESCRIPTION	QUANTIY	UNIT	UNIT PRICE	FIRM-FIXED AMOUNT
CLIN 0003 – MATERIALS FOR CCTV SYSTEM • UltraView EVR Series True Day/Night Rugged Dome, 540 TVL, UTP, BNC, 2.8mm-10.0mm AI IR Corrected, 12vdc/24vac • TruVisionTM LCD 19" Monitor, 1280 x 1024, BNC, VGA, S-Video • 24 VAC, 4 amp, 96 VA, 8 camera, fused, class 2, power limited, UL listed	[redacted]	Lot	[redacted]	[redacted]
CLIN 0003 - TOTAL FIRM FIXED PRICE				**$2,825.89**

CLIN/DESCRIPTION	QUANTIY	UNIT	UNIT PRICE	FIRM-FIXED AMOUNT
CLIN 0004 – MATERIALS FOR TAILGATE SYSTEM • Tailgate: IRISYS Sensor with Card In/Free Exit Access	[redacted]	Lot	[redacted]	[redacted]
CLIN 0004 - TOTAL FIRM FIXED PRICE				**$19,698.00**

CLIN/DESCRIPTION	QUANTIY	UNIT	UNIT PRICE	FIRM-FIXED AMOUNT
CLIN 0005 –CABLE AND WIRE • 18/3Pr IS, Plenum, White w/Red St • 18/2 OAS, Plenum, White w/Orange • 18/4 Uns Plenum Purple Stripe • CAT6 Plenum Cable	[redacted]	Lot	[redacted]	[redacted]
CLIN 0005 - TOTAL FIRM FIXED PRICE				**$5,089.35**

CLIN/DESCRIPTION	ESTIMATED AMOUNT
CLIN 0006 – OTHER DIRECT COSTS • Drawings, Boxes, Conduit, Screws, Shipping and Handling, Travel, G&A, etc.	Estimated Not-To-Exceed----------$7,392.68
CLIN 0006 – TOTAL ESTIMATED AMOUNT	**$7,392.68**

CLIN/DESCRIPTION	ESTIMATED HOURS	LABOR RATE	ESTIMATED AMOUNT
CLIN 0007 – LABOR SUPPORT			
Installation of Physical Access Control Security System (09/13/10 – 09/30/10)	[redacted]	[redacted]	[redacted]
Installation of Physical Access Control Security System (10/01/10 – 09/12/11)	[redacted]	[redacted]	[redacted]
Note: The NRC will provide written notification on the specific work requirements authorized during performance of this contract.			
CLIN 0007 – TOTAL ESTIMATED AMOUNT			**$62,818.32**

The total ceiling of this contract is: $165,349.93

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (CLINS 0001, 0002, 0003, 0004, and 0005)

The firm fixed price of this contract for CLINS 0001, 0002, 0003, 0004, and 0005 is **$95,138.93**.

B.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (CLINS 0006 and 0007)

a. The total estimated amount of CLINS 0006 and 0007 (ceiling) for the products/services ordered, delivered, and accepted under this contract is **$70,211.00**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to CLINS 0006 and 0007 is **$70,211.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the 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.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The U.S. Nuclear Regulatory Commission (NRC) requires a replacement of the access control system at the NRC offices Bethesda Gateway building for compatibility with HSPA 12 and additional card readers and security system components for designated locations at the NRC White Flint Complex (WFC).

C.2 BACKGROUND

The NRC Bethesda Gateway (GW) Offices currently use older generation GE/Casi PACS equipment with barium ferrite (BaFe) card readers for physical access control. NRC is in the process of upgrading all agency PACS for compatibility with PIV-II credentials mandated by HSPD-12. The existing PACS equipment at GW cannot read any part of a PIV credential and must be replaced.

C.3 OBJECTIVE

The purpose of this contract apply to the procurement of equipment and services pursuant to the design, installation, training and implementation of an integrated security management system for the site described. The contractor shall furnish provide all labor, materials and equipment to furnish a complete and functional security system. Elements of the integrated system shall include Physical Access Control System (PACS); Closed Circuit Television (CCTV); and Tailgating Detection Systems (IDS). Additionally the contractor shall integrate system components with the building fire alarm system where required to facilitate safe egress from the facility during emergencies. The work to be performed at the GW building shall comprise task 1 of this SOW. Task 2 of this statement of work includes integration of hardwire card readers to control access to perimeter and designated interior areas the WFC and integration of tailgating detection systems at designated locations to prevent unauthorized entry by following an employee or contractor through a controlled entrance.

C.4 ROLES AND RESPONSIBILITIES

C.4.1 Security Contractor

Responsible for all tasks assigned under this SOW, including design, installation, project management, coordination and communication, testing, training, system programming, documentation and warranty support.

C.4.2 Project Officer

Primary Government technical point of contact for the contractor. Responsible for monitoring contractor performance for compliance with requirements, and coordinate with the contractor to resolve technical issues.,

C.4.3 Contracting Officer (CO)

Contracting Officers are exclusive agents of the NRC and are the only individuals having authority to obligate the Government to enter contracts for performance of work. The CO must approve in writing any changes to the work performed under this contract.

C.5 SCOPE OF WORK

C.5.1 General

The contractor shall furnish all labor and materials necessary to complete the installation of the system. All equipment shall be installed to meet the Americans with Disabilities Act. All work shall be performed in accordance with Federal, State and Local codes. All necessary power for the system will be provided by the Government.

All visible wiring in open areas shall be run in approved raceways to protect the wire from damage and tampering. The contractor shall provide conduits of appropriate size per the National Electrical Code (NEC). Wiring concealed above ceilings inside NRC protected space is not required to be in conduit unless otherwise noted. Wire run above the false ceiling shall be secured up and off of the suspended ceiling, and shall be suspended using appropriate "J" hooks, cable trays, or other approved hangers fastened directly to the slab above, trusses, beams or other similar permanent structural surface. Suspending cable from sprinkler pipes, ducts, light fixtures, conduits or any means other than an approved hanger, raceway or conduit is not acceptable. If the ceiling is plenum, high temperature Teflon cable shall be used for runs in the plenum. The contractor shall install all system components in accordance with the manufacturer's instructions and ANSI C2 requirements and in accordance with federal, state and local codes.

The contractor shall perform all work; provide products, system integration, engineering and design work required for the security management system in order to ensure fully operative systems and proper installation of all equipment. The contractor shall provide all calculations and analysis to support design, materials and equipment. Secure plan check fees, permits, and licenses necessary for execution of work as applicable for the project. Give required notices. Comply with codes, ordinances, regulations, and other legal requirements of public authorities, which bear on performance of work. The contractor shall have on the job at all times, ample equipment and personnel to carry-on the work properly, including such tools as may be necessary to meet emergency requirements. The Contractor shall be responsible for the removal of trash and debris created by the installation.

C.5.2 References

C.5.2.1 Regulatory Requirements

Work on this project shall be in accordance with but not limited to the following codes, rules and regulations. Refer to the construction drawings for other applicable codes.

a. Appropriate local government codes

b. National Electric Code

c. Uniform Building Code

d. National Fire Code (NFPA)

e. Underwriter Laboratory (UL) Standards
   - Combination locks – UL Group 1R
   - Key locks – UL 437
   - Electric door strikes – UL 1034 (fail secure)
   - Automatic door closers – UL 228
   - Emergency exit hardware (panic hardware) – UL 305
   - CCTV systems – UL 983

f. DCID 6/9 "Physical Security Standards for Sensitive Compartmented Information Facilities"

g. Department of Homeland Security Management Directive System MD Number: 11046 "Open Storage Area Standards for Collateral Classified Information"

h. NFPA-101 Life Safety Code
General: All devices, wire and equipment shall be listed by the Underwriters Laboratory or be Factory Mutual approved and will be installed in full accordance with UL and manufacturer's installation guides and requirements.

C.5.3 Definitions

The following shall serve as general identifiers as specified herein.

a. Owner – The Owner is the NRC. "Owner" shall refer to the actual Owner and/or their designated representative(s).

b. Contractor – The Contractor is the firm to furnish and install the Work as defined within this SOW.

c. Project – The Project is "Nuclear Regulatory Commission Bethesda Gateway and Headquarters Complex Physical Access Control and Security Systems."

d. Work – The term "Work" means all construction and services specified within this document. The Work includes all related labor, materials, equipment, and services provided., .
e. Documents – The term "Documents" means all security and security related drawings, specifications, and associated sketches, details, riser diagrams, etc.

As used in the Documents for the Work, certain non-technical words and phrases shall be understood to have specific meanings as follows, regardless of indications to the contrary in the General Conditions or other documents governing the Work.

a. "Furnish" – Purchase and deliver to the project site complete with every necessary appurtenance and support, all as part of the security Systems Work.

b. "Install" – Unload at the delivery point at the site and perform every operation necessary to establish secure mounting and correct operation at the proper location in the project, all as part of the Work.

c. "New" – Manufactured within the past year and never before used.

d. "Provide" – Furnish and Install.

Regardless of their usage in codes or other industry standards, certain words or phrases as used in the Documents for the Work, shall be understood to have the specific meanings as ascribed to them in the following list:

a. "As indicated" – As shown on, and/or in accordance with, the Documents.

b. "Circuit" – Any specific run of circuitry.

c. "Circuitry" – Any Work which consists of wires, cables, raceways, and/or specialty wiring method assemblies complete with associated junction boxes, pull boxes, outlet boxes, joints, couplings, splices, and connections except where limited to a lesser meaning by specific description.

d. "Concealed" (as applied to circuitry) – Covered completely by building materials, except for penetrations (by boxes and fittings) to a level flush with the surface as necessitated by functional or specified accessibility requirements.

e. "Exposed" (as applied to circuitry) – Not covered in any way by building materials.

f. "PACS" – Physical Access Control System.

g. "Patch Panel" – A System of terminal blocks, patch cords, and backboards that facilitate administration of cross-connecting cables.

h. "PIV"—"Personal Identity Verification" a badge credential complying with NIST FIPS-201 standard for secure reliable identification to control access to federal facilities.

i. "Raceway" – Any pipe, duct, extended enclosure, or conduit (as specified for a particular System) which is used to contain wires and which is of such nature as to require that the wires be installed by a "pulling in" procedure.

j. "Relocate existing" – Remove existing item from present location. Reinstall, re-connect, and test existing item and make ready for use at new location as indicated.

k. "Remove existing "– Remove existing item and return item to Owner.

l. "Replace" – Remove existing item and return item to Owner. Provide new item as indicated.

m. "Riser" – Shall refer to the portion of the installation that transmits between building floors (or between security System rooms), also referred to as "Backbone Cabling".

n. "Security Closet" – The enclosed area or room specifically designated for the routing, termination, and/or cross connecting of security System cable (i.e. riser cable) to other security System cable and/or equipment.

o. "SMS" – Security Management System, includes all components contained herein that work in conjunction to create and completely integrated and fully functioning system as described within the Documents.

p. "Security System Wiring" – see "Circuitry".

q. "Security System Work" – See "Work".

r. "Server" – A computer who's role in the PACS system is to host the communications of one or more workstations and access control panels and to participate in the system domain for the purpose of database synchronization and replication between other servers.

s. "Standard" (as applied to wiring devices) – Not of a separately designated individual type.

t. "System" – See "SMS".

u. "Wiring" – See "Circuitry".

v. "Work" – The completed construction required by the Documents, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

w. "Workstation" – The location where security System monitoring equipment is provided.

x. Where the word "conduit" is used without specific reference to type, it shall be understood to mean "raceway".

y. Reference to "U.L. (Materials Construction) Standards" shall mean the "Standards for Safety" published by Underwriters Laboratories, Inc.

z. Reference to "NEMA Standards" shall mean the "Approved Standards" published by the National Electrical Manufacturers Association.

aa. Reference to "ANSI Standards" shall mean the standards published by the American National Standards Institute.

bb. Reference to "IEEE Standards" shall mean the standards published by the Institute of Electrical and Electronics Engineers.

cc. Reference to "BICSI Standards" shall mean the guidelines and methods published by the Building Industries Consulting Service International.

C.6 CONTRACTOR TASKS

C.6.1 System Design

The contractor shall review the documents and survey the work areas to determine equipment locations and means and methods necessary to perform the work.

The work detailed in the "Technical Requirements Section" discussed below has been specified to meet certain requirements for performance, appearance, and costs. Some information, such as exact locations of field equipment, exact wire routing, and exact conduit requirements have been intentionally omitted. It shall be the responsibility of the Contractor to implement the guidelines and requirements contained in the Documents and translate them into a complete design package containing all elements necessary for a complete, operational, and functionally integrated Security System.

Contractor shall provide all additional system design work required, including:

a. Conduit layout and sizing.

b. Wire and cable layout and sizing.

c. Point-to-point wiring and equipment hook-up information.

d. Equipment mounting details.

e. Design of equipment cabinets.

f. Other detailed design work required.

Contractor's design shall conform to all applicable codes and ordinances. All electrical design, including the sizing and placement of conduit, raceways, and conductors, shall be in accordance with the National Electrical Code, unless required local codes establish other applicable requirements.

Contractor's design work is subject to review and approval by the Owner or designated representatives.

Contractor's design shall also include:

a. The addition of all wire, cable, conduit, connectors, and junction boxes required for system operation.

b. Complete "as-built" documentation of all security systems, including documentation of existing equipment, wiring, conduits, and raceways. The contractor shall provide as-built drawings within 30 days of project completion.

C.6.2 Submittals

General Description and Requirements:

a. Submit pre-fabrication submittals in accordance with the Owner's construction schedule.

b. Pre-fabrication submittals shall consist of technical and cost proposals, product data, shop drawings, samples, and a detailed completion schedule. Partial submittals will not be accepted without prior written approval from the Project Officer.

c. Pre-fabrication submittals shall be furnished in electronic formats on removable optical media. Acceptable formats include .pdf, jpg, dwg, dwf. No portion of the Work shall commence nor shall any equipment be procured until the Project Officer has approved the pre-fabrication submittals in writing.

A letter of transmittal identifying the name of the Project, Contractor's name, date submitted for review, shall accompany pre-fabrication submittals and a list of items transmitted.

Product data required as part of the pre-fabrication submittal shall include the following:

a. Equipment schedules listing all System components, manufacturer, model number and the quantity of each.

b. General functional descriptions for each System.

c. Manufacturer's data specification sheets for all System components, including any warranty information (sheets containing more than one device or component model number shall be clearly marked to delineate items included in the Work)

d. A complete list of cable and wiring types, sizes, manufacturer, and model number.

e. A complete list of finishes and sample graphics, including custom art work and custom graphics (if applicable).

f. List of parts inventory to provide manufacturer recommended service and maintenance of the Work.

The contractor shall develop shop drawings indicating locations of all system devices, conduits, power requirements, riser diagrams, and details for electrical rough-in requirements and integration with fire and life safety systems. The drawings shall be submitted within 14 days after award. Drawings shall be provides in hard-copy and electronic form. A minimum of four sets shall be provided as follows:

- One set for permit authority
- One set for the NRC Regional Office
- One set for the NRC Facilities Security Office

a. Up to four additional sets may be required for coordination with the electrical subcontractor, fire prevention contractor, GSA project manager and Federal Protective Service.

C.6.3 Shop Drawings shall include the following:

a. Floor plan drawings indicating device locations with device legends

b. System riser diagram with all devices, wire runs, and wire designations

c. Schematic block diagrams for each System showing all equipment, interconnects, data flow, etc.

d. Wiring diagrams for each subsystem defining the interconnection of all inputs and outputs for all equipment.

e. Wiring diagram for fail-safe release of electric locking mechanical.

f. Fabrication shop drawings for all custom equipment (if applicable).

g. Plans and elevations of the security console(s) and equipment racks quantifying all equipment to be mounted therein.

h. Elevations of security closet layouts showing panel locations, power supply locations, conduit, wire ways, wire molds, and all other equipment.

i. The Contractor shall submit samples of any equipment components upon request of the Owner.

j. Samples submitted shall be the latest version of equipment.

k. It is the responsibility of the Contractor to confirm all dimensions, quantities, and the coordination of materials and products supplied by the Contractor with other trades. Approval of shop drawings containing errors does not relieve the Contractor from making corrections at their expense.

The contractor shall provide as-built documents as stated within 14 days of acceptance test.

C.6.4 Project Management and Coordination

The Contractor shall provide a Project Manager to oversee and coordinate all activities on the Project. The project manager shall be responsible to coordinate work activities of workers onsite, ensure quality of workmanship and provide timely written communication of instances where field conditions require changes

Project Manager's Responsibilities:

a. The Contractor shall provide to the Owner, as a part of the prefabrication submittal, the name of the Project Manager that will provide all duties and responsibilities as specified herein, during the term of the project.

b. The Project Manager shall maintain the ability of making all managerial decisions on behalf of the Contractor on a day-to-day basis, and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other project related correspondence on behalf of the owner.

c. The Project Manager shall schedule and attend project management meetings, during which time all System related issues are discussed, scheduled, confirmed, and/or resolved.

d. The Project Manager shall be available during normal business hours (ex. 8:00 AM to 5:00 PM) within two (2) hours by telephone during the term of the project.

e. After normal business hours, the Project Manager shall be available within four (4) hours by telephone during the term of the project.

f. In the event that the Project Manager is not available within the allotted time frame, the Contractor shall designate another employee to temporarily act as the Project Manager in all correspondence with the Owner.

g. The Contractor shall ensure that any individual temporarily assuming the duties of the Project Manager is at equal or higher level in the Contractor's managerial chain of command.

h. Upon notification by the Owner, of any project related installation issue, or issue that may contradict the Specifications as stated herein, the Project Manager shall respond to such issue, verbally and/or in writing within an eight (8) hour period.

i. Responses to such issues as stated above shall include a clear understanding of the issue, along with a tentative plan of action, reflecting milestones and/or deadlines to resolve the issue.

j. Where appropriate, based on the overall importance of the project issue, the Project Manager shall follow-up their initial response with a written response to the issue within 24 hours of identification of the issue.

k. Prior to the initiation of the Work, the Contractor shall submit a schedule reflecting key milestones of the Work, including but not limited to the following:

- Prefabrication submittal
- Ordering, delivery, and installation of head-end System equipment
- Field equipment delivery
- Project management schedule
- Payment schedule
- Installation completion date
- System training
- Delivery of As-Built documentation
- Delivery of Operations & Maintenance Manuals
- Final System test
- Acceptance of System
- Start and end dates for all other tasks, milestones and dependencies essential to completion of the work.

l. When a field condition is discovered that prevents installation of a component in accordance with the documents, or would create an operationally unsupportable condition for the system or unsafe condition for the Owner, the Project Manager shall verbally communicate the condition immediately to the NRC Project Officer, followed by a written notice describing the condition and recommended solution.

C.6.5 Project Meetings and Communication

a. The Project Manager shall participate in all regularly scheduled status meetings, expected to be held on a weekly basis and to last approximately one hour per week. These meetings are will be led by the NRC Project Officer. Participation may be via telephone if it is not possible to attend in person.

b. As the System installation progresses, the Project Manager shall be capable of discussing any/or all of the above mentioned items at the request of the Owner, and shall address each item, as it relates to the current status of the Work. The Project Manager shall provide a weekly status briefing to the NRC project officer, technical monitors and other interested NRC personnel. The purpose of the briefing is to review and update the schedule and identify any issues with accomplishing the work on schedule. Coordinate with related trades to schedule the Work and ensure a complete installation in accordance with the approved schedule.

c. Examine related architectural and engineering drawings to coordinate final equipment/device locations, facility designations, floor accessibility, floor type, ceiling heights, ceiling accessibility, and ceiling types. Verify the exact mounting locations and mounting heights of all equipment with the Owner prior to installation. Notify the Owner in the event that a particular location appears to be unsuitable.

C.6.6 System Installation

The Contractor shall be familiar with, and have expertise in the Work of this nature and scope. The Contractor further agrees that they shall provide all Work as may be required to make a complete job of that which may not be fully defined in the Documents.

The Contractor shall comply with all of the regulations of municipal, city, local and other government agencies having jurisdiction concerning the work of the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the Work. If the Contractor performs any work, which is contrary to such laws, ordinances, codes, rules and regulations, they shall make all changes for compliance and bear all associated costs.

The Contractor shall be responsible to provide and maintain a storage facility. If this storage facility is required to be on-site it shall be the Contractor's responsibility to coordinate the size and spatial requirements with the Owner. The Contractor shall assume full responsibility for the storage facility and all contents, unless otherwise indicated by the Owner.

The Contractor shall utilize good housekeeping practice with respect to their work including cleanup of all dirt and debris created by the Contractor during installation operations on a daily basis.

The Contractor shall provide all protection necessary to safeguard their work from damage by their operations and the operations of others. Unless the Contractor proves to the Owner's satisfaction that the Work has been damaged by others, the Contractor shall promptly repair, adjust, and clean all defective installations and bear all associated costs.

All of the Contractor's work shall be tested and inspected by all authorities having jurisdiction and in accordance with all Specifications. The Contractor shall coordinate and cooperate fully and shall provide at no additional cost to the Owner, manpower, blueprints, facilities, scaffolds, etc. to reasonably assist the inspectors.

The Documents are, in general, diagrammatic. The Contractor shall coordinate the installation of all devices and/or equipment with the Owner prior to installation based on the existing field conditions.

C.6.7 System Training

The contractor shall submit a training plan and course materials to the Owner for approval. The training plan shall include operation and administration of all security subsystems. Separate training programs and related materials shall be developed for guard force personnel, agency security management personnel, and designated agency personnel with administrative responsibilities for the system. The training plan shall lesson plans for all training modules with durations for each topic. At a minimum the plans shall cover:

a. Operation of the PACS for guards and NRC personnel.

b. Operation of the IDS for guards and designated agency personnel, to include integrated operation with CCTV subsystems.

c. Operation of the CCTV systems for guards and designated agency personnel.

d. Administration of PACS including but not limited to, system backups and restoration, creating and updating schedules, using manual controls, assignment of access rights, running reports, diagnosing basic system errors, and notification procedures for system support.

e. Administration of CCTV systems, including but not limited to backup, restore procedures, retrieval of stored video footage, export of footage to removable media, preparation of footage for transfer to law enforcement for evidentiary purposes.

C.6.8 System Testing

The contractor shall pre test all system components to confirm proper operation before scheduling acceptance testing with the owner.

The contractor shall submit a test plan for project officer approval not less than 14 days before the scheduled testing date. The test plan shall include at a minimum:

a. PACS
   - Function testing of each card reader
   - Verification of forced door and door hold open alarms for every door in the system
   - Review of access history
   - Demonstration that all functional components of software are in place, including but not limited to, personnel, access rights, alarms, schedules, facilities and badges.
   - Verification of replication between regional and HQ servers
   - Contingency testing for system operation without LAN communication to server, verification of workstation failover.
   - Verification of fire emergency automated release for all required doors

b. CCTV
   - Function test of each camera, at each system monitor
   - Demonstration of PTZ controls, to include programming of home position and presets
   - Confirmation of alarm activation of cameras where required
   - Demonstration of day/night function for exterior cameras
   - Confirmation of proper white balance, shutter settings, gain and focus. Make adjustments as needed.
   - Demonstration of all pertinent functions of keyboard or computer controls.
   - Verification of DVR recording for each camera.

c. IDS
   - Verification of alarm reporting to FPS central station for each point in the system.

d. Function testing for other subsystems, e.g. intercoms, gates and barriers.

C.6.9 Contractor Responsibilities

C.6.9.1 General

The contractor shall provideg all parts labor tools equipment and resources to provide a fully functional turnkey security management system that fully complies with the requirements set forth in this statement of work and the construction documents.

C.6.9.2 Personnel

The contractor shall ensure that all personnel have the requisite experience, training, qualifications and clearances to perform the work on this project.

Verify technical requirements and existing conditions

The contractor shall visit the site, check all existing conditions and be satisfied with the conditions under which the work is to be performed.

C.6.9.3 Licenses and Permits

The contractor shall be fully licensed to perform all specific tasks by the local authority at the job location. The licensing may include but not be limited to a valid state Electrical Contractor, Low Voltage System Contractor, Alarm Operator and local business license.

The contractor shall obtain all required permits and shall prepare any documents essential to obtain the permits.

C.6.10 Contractor Qualifications

a. The Contractor personnel shall possess a minimum of five (5) years experience in the fabrication, assembly, and installation of Systems of similar complexity as specified herein. The documentation shall include the names, locations, and points of contact for at least three (3) installations of the type and complexity specified herein.

b. The Contractor shall have local in-house engineering and project management capabilities consistent with the requirements of the Work.

c. The Contractor shall provide factory-certified technicians to install, commission, and maintain the Work. All installing personnel shall be licensed as required by local and/or state jurisdictions.

d. The Contractor shall ensure compliance with, and have a thorough understanding of, all local codes and contract conditions pertaining to this Project.

e. The Contractor shall maintain an inventory of spare parts and other items critical to System operation and as necessary to meet the emergency service requirements of this Project within the local service area.

C.6.11 Product Standards

All equipment and materials for contained herein shall be the products of recognized manufacturers and shall be new.

New equipment and materials shall:

a. Be Underwriters Laboratories, Inc. (U.L.) listed and approved where specifically called for; or where normally subject to such U.L. labeling and/or listing services.

b. Be clearly labeled identifying make, model, and manufacturer.

c. Be without blemish or defect.

d. Be products that meet with the acceptance of the agency inspecting the security Systems work.

e. It is the intent of these specifications that wherever a manufacturer of a product is specified, and the terms "other approved" or "approved equal" are used, the substituted item must conform in all respects to the specified item. Consideration will not be given to claims that the substituted item meets the performance requirements with lesser construction. Performance as delineated in schedules and in the specifications shall be interpreted as minimum performance.

f. Substituted equipment or optional equipment, where permitted and approved, must conform to space requirements. Any substituted equipment that cannot meet space requirements, whether approved or not, shall be replaced at the Contractor's expense. Any modifications of related Systems as a result of substitutions shall be made at the Contractor's expense.

g. The approval of shop drawings, or other information submitted in accordance with the requirements hereinbefore specified, does not ensure that the Owner attests to the dimensional accuracy, dimensional suitability of the material, or mechanical performance of equipment. Approval of shop drawings does not invalidate the Documents.

h. Substitutions of SMS equipment shown on the schedules or designated by model number in the specifications will not be considered if the item is not a regular catalogued item carried by the manufacturer.

Manufacturers Recommendations: Where installation procedures of any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations shall be furnished prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations may be cause for rejection of the material.

Within the Specifications, certain manufacturers have been listed. These manufacturers are listed for example purposes (unless followed by "No Exceptions"). The Contractor may substitute manufacturers and models that may be more cost effective or readily available than that specified. However, all substitutions shall meet or exceed the specified functional and technical requirements. Acceptance of such substitutions is at the discretion of the Consultant and/or Owner.

C.6.12 Warranty and Maintenance

C.6.12.1 Warranties

The contractor shall guarantee all equipment and systems for a period of one-year commencing with the successful NRC test and acceptance. The warranty shall cover all costs for the warranty service, including parts, labor, field service, pickup, transportation, delivery, and reinstallation and retesting. Contractor shall replace any material found defective at the time of installation (including faulty workmanship) with new material. Any such replacing shall be done promptly and at no additional cost to NRC and at the least inconvenience to the agency. Further, the Contractor shall warrant that the

completed Systems, including all components (except those, which are existing or provided by others), are of sufficient size and capacity to fulfill the requirements of the Specifications.

The warranty shall be valid for a period of one (1) year following the date of System acceptance by the Owner. System acceptance shall commence when all parts, components, sub-Systems, and Systems have been tested, shown to be working in accordance with the Specification, and approved by the Owner

C.6.12.2 Warranty Service:

a. In the event that defects in the materials and/or workmanship are identified during the warranty period, the Contractor shall provide all labor and materials as may be required for prompt correction of the defect.

b. During the warranty period, the Contractor shall, upon receipt of a request for service form the Owner, deploy service personnel to the Owner's premises within four hours to initiate corrective action.

c. All warranty service and repair work shall be performed by personnel, who have been trained, certified and is experienced in the operation and maintenance of the installed System(s).

d. Unless otherwise requested by the Owner, warranty service shall be performed during normal business hours (ex. 8:00 AM to 5:00 PM), Monday through Friday, exclusive of Holidays..

Warranty service shall include the replacement of all parts and/or components as required to restore normal System operation. In the event that System parts or components must be removed for repair, it shall be the responsibility of the Contractor to furnish and install temporary parts and/or components as required to restore normal System operation until the repaired parts or components can be repaired and re-installed.

It shall be the responsibility of the Contractor to maintain an inventory of spare parts or to arrange for manufacturer parts support as required ensuring correction of all critical component failures or malfunctions within 48 hours of the Owner's request for service. Critical parts shall be defined as those, which govern or affect the normal operation of more than one field device.

The Contractor's warranty obligation shall include correction of any software/firmware defects, which may be identified during the warranty period. Any failure of the software/firmware to perform as specified by the software/firmware manufacturer at the time of final acceptance shall be defined as a software/firmware error.

Immediately following the completion of a warranty repair or service call, the Contractor's service personnel shall submit a written report to the Owner which details the service work performed, the cause of the trouble, and any outstanding work which is required to restore complete and normal operation.

The Owner reserves the right to expand or add to the System during the warranty period using firm(s) other than the Contractor for such expansion without affecting the Contractor's responsibilities, provided that the expansion is done by a firm which is an authorized dealer or agent for the equipment or System being expanded.

The Contractor shall perform preventative maintenance during the warranty period as part of the warranty service. The Contractor shall submit a list of items to be included in the preventative maintenance program and the service to be performed. Preventative maintenance shall include, but not be limited to, the following.

a. Annual Preventative Maintenance:
    - Test and adjust System sensors.

b. Semi-Annual Preventive Maintenance
   - Inspect and clean all access controls and IDS panels.
   - Inspect, test, and clean power supplies. Replace batteries as necessary.
   - Inspect, clean and vacuum equipment racks.
   - Test and adjust all CCTV System pan, tilt, zoom, and preset functions. Inspect, clean, and adjust CCTV System.
   - Run system diagnostics and perform file maintenance to insure optimal performance.
   - Inspect, clean, and adjust digital video recorders.
   - Clean all camera housings.
   - Visually observe all camera and monitor displays and adjust as needed for optimal performance.

c. Provide written notice to the Owner documenting any Work performed during the warranty period, including any preventative maintenance Work performed.

d. Provide loaner equipment that is fully compatible with the SMS for any equipment not field repairable.

e. Loaner equipment for components that must be shipped to/from the manufacturer or distributor shall be on site and operational within 48 hours of the component failure. Furnish lists of equipment that will require shipment from the manufacturer or distributor and lead times associated with that equipment.

C.6.13 Repair or Replacement Service

a. Repair or replacement service during the warranty period shall be performed in accordance with the following schedule:
   - Schedule A: 7 days, 24 hours per day with a 6 hour (6) hour response time.
   - Schedule B: Normal business hours, excluding holidays, within the next business day.

b. Schedule A shall apply for major System components including, but not limited to, System workstations, access control panels, and any other components that would create a security vulnerability if non-functional.

c. Schedule B shall apply for all other components and devices.

C.6.14 Failure to Perform Service

a. Schedule A Components: The Contractor shall provide 7 days of additional total System warranty (at no additional cost to the Owner) for every consecutive day of System or device failure.

b. If the Contractor is unable to restore System operation during the warranty period within two (2) business days of a System failure, the Owner reserves the right to require the Contractor to provide on-site manufacturer's service technicians at no cost to the Owner.

c. Provide on-line software maintenance and support during the warranty period including all software and hardware.

C.6.15 Coordination

C.6.15.1 Project coordination:

a. Contractor shall coordinate all project activities with the NRC project representative. The contractor shall provide a project schedule after receiving notice to proceed, and shall update the NRC project representative and/or project officer on a weekly basis throughout the course of the project.

C.6.16 Job site administration:

a. Contractor shall provide an onsite project manager who shall maintain coordination with the NRC and completely inform the NRC representative of project status on a weekly basis or as agreed.

C.6.17 Other trade coordination:

a. Contractor shall closely coordinate all work with other trades. It is the contractor's responsibility to understand the scope of work of all other trades that affect the Security System to ensure that all power, raceway, hardware, and other services are included in the project. The contractor will deliver a fully functional Security System and must supply those services not provided by other trades.

The owner assumes no responsibility for any jurisdictional claim by any trade involved. The contractor shall ensure complete cooperation by all parties, which he may bring together to accomplish the work described.

C.6.18 Other Conditions

C.6.18.1 Special Confidentiality Requirement

The Work is critical to the security of the Owner's facility. All Documents and other material and information about the Work are confidential information and must remain secure and confidential at all times. Confidential information must not be deliberately or inadvertently disclosed to anyone other than the Contractor's personnel and subcontractors who require disclosure to perform their portion of the Work.

The Contractor shall keep track of all confidential information at all times and shall ensure that all copies are accounted for at all times. The Contractor shall not permit any persons to have access to the confidential information of the Work unless and until the Contractor has assured itself of the trustworthiness of such persons.

C.6.19 Substitution of Equipment

The substitution of equipment shall occur only when there is a significant advantage to the Owner, created by an overall upgrading of a component(s) by a manufacturer or an operational advantage created by a change in the state of the art of the equipment to be supplied. In the event the above occurs, the contractor shall make the NRC representatives aware of the new equipment and shall provide NRC the new information. At the NRC's discretion, the option to accept or reject the substitution will then be exercised.

C.6.20 Quality Assurance

a. The NRC is very concerned that the support supplied by the Contractor shall be of the highest possible quality. To ensure the highest possible quality, the Contractor shall address quality as an implied component of all tasks and services requested delivered throughout the life of the contract.

b. NRC's goal is to provide 100% customer satisfaction to its end-users, its licensees, and the general public accessing NRC systems. All Contractor activities shall be in compliance with the NRC's quality assurance goal of providing 100% customer satisfaction. The Contractor shall provide support that enables this level of quality to be attained by developing and maintaining service goals that include, at a minimum, customer satisfaction. Workmanship performance for all Contractor efforts shall comply with current government and industry standards.

c. The Contractor shall be responsible for the implementation of a quality assurance program through which all products and services must pass prior to delivery to the Government. The Contractor shall establish quality assurance methods and procedures which demonstrate a commitment to ensuring the ability to deliver to the Government the best quality products and services, and in developing improvements in performance, productivity and management of this contract.

C.6.21 Technical Requirements

C.6.21.1 Task 1—Bethesda Gateway Building Physical Access Control System

C.6.21.2 General System Performance Requirements

The contractor shall provide and install all equipment and devices required to upgrade the PACS at the NRC offices in the Bethesda GW Building for integration with the NRC's GE Security Facility Commander Wnx (FCWnx) Global Enterprise access control system. The existing IDS shall be unaltered and shall continue to report to the FPS Suitland Mega Center for monitoring. Installation of cabling, equipment, testing and training associated with the security system is included. Work shall be coordinated with the NRC Project Officer and designated personnel at the site as required to meet the intended schedule.

C.6.22 Access Control System

a. The contractor shall install a GE or equal Security Facility Commander Wnx (FCWnx) access control system, integrated with an HSPD-12 compliant GE Security physical access control system (PACS) card readers.

b. The Contractor shall be a certified GE Security (UTC) dealer with at least five (5) years of experience installing GE systems of similar scope and complexity.

c. The system card readers and control panels shall be fully HSPD-12 compliant and capable of reading the PIV cards produced by the NRC PIV Card Issuance System (PCI) in addition to proximity cards.

d. The PACS shall report alarms to the FCWnx workstation located at the NRC Central Alarm Station (CAS) located in OWFN. The Government will provide network connections for this purpose. The access control system shall report access usage data (badge reader ID, access card ID) to the NRC FCWnx global system. The access control points must report with data on the location of badge reader and identity of the individual badge used to access the reader.

e. Provide and install new M3000 Intelligent Microcontrollers (Micros) to provide a distributed access control and alarm monitoring system. The M3000 shall communicate to the Headquarters regional server using the NRC network. In the event of a communications failure between the Headquarters regional server and the micro, the micro shall continue to make local access control decisions and save all transactions in memory until communications are restored. At that time the controller shall upload all stored transactions to the server.

f. Alarm Contacts for perimeter doors will us DPDT contacts. One pair of contacts will be terminated to a Caddx NX8E alarm panel; the other pair readers will be terminated to a GE M3000 Controller access control panel(s). During business hours the door activity will be monitored through the PACS by the NRC CAS. During security hours the guard will arm the perimeter alarm system to permit remote monitoring from the FPS Suitland Mega Center.

g. Overrides for programming temporary schedule changes and holidays must be available. This override capability must include all inputs, outputs and any devices that are in the system. This may include time and expiration dates.

h. There shall be battery power back up for the system for a minimum of 8 hours.

i. The system must process a valid access transaction in under 1 second for a proximity card and less than 2 seconds for a PIV card regardless of system size.

j. All doors with card readers shall have PIR release devices (REX) to shunt the door status switch upon exiting. PIR release devices (REX) will not unlock door hardware unless local Fire Code states otherwise.

C.6.23 Intelligent Microcontrollers (Micros)

a. Acceptable Manufacturers: GE Security (now known as UTC) (No Exceptions)
   1) Model M3000

b. Micro Power Supply
   1) The Micro Power Supply shall be integrated with and dedicated to the Micro and shall not provide power for locks or any other low voltage device.

c. The Power Supply shall provide the following:
   1) 120 VAC 60 Hz input voltage and provide filtered and conditioned output voltage as required.
   2) Four (4) hours of battery backup to provide continuous operation during power failure.
   3) A battery charger to maintain the battery.
   4) Low battery and power fail contacts to monitor the status of the input power and the battery.

d. The controller cabinets shall be provided with a tamper switch to detect unauthorized attempts to access the cabinet.

e. The Micros shall be replaced in their current locations inside the 4th and 5th floor LAN rooms. All necessary telephone lines will be supplied at that location.

C.6.24 Access Control Card Readers

a. Acceptable Manufacturers: GE Security Model T-500 PIV, T520 PIV or T520 PIV with keypad (No Exceptions)

b. The card reader shall be HSPD-12 compliant Dual Technology reader and shall read encoded data from access cards and transmit the data to the MICROs. The operating frequency shall meet all local regulations.

c. A tri-color LED on the face of the card reader and an audible tone shall indicate authorized and unauthorized reader uses.

d. No system compromise shall be possible from circuitry located in the reader unit.

e. The card reader shall have provision to operate as specified in environments of electromagnetic and radio frequency interference as well as spurious electrical line interference. When installed according to manufacturer's instructions the reader shall operate properly when mounted adjacent to or directly on any material including metal without the use of standoff or space.

f. The card reader shall have a minimum read range of four (4) inches.

g. Provide manufacturer recommended power to each card reader directly from the MICRO or a secondary supply. The power supply shall be UL Class 2, power limited and shall provide necessary output voltage to allow the card reader to operate at its maximum specified read range.

C.6.25 Electrified Locking Mechanisms

C.6.25.1 General

a. The contractor shall interface the system with existing electrified locking mechanisms, test and inspect the doors and hardware to verify proper operation.

b. The contractor shall ensure fail-safe operation of electrified locking mechanisms as required by local codes.

c. Fail-secure locks shall remain operational during a fire alarm condition or power failure.

C.6.26 Special Locking Arrangements

a. Access Controlled Egress Doors, if indicated in the drawings, shall operate in accordance with NFPA 101 requirements. Ref NFPA 101 Section 7.2.1.6.2
   1) Exception: A request to exit panic bar or touch sense bar shall be used in lieu of a PIR request to exit sensor.

b. Delayed Egress Locking Arrangements, if indicated in the drawings, shall operate in accordance with NFPA 101 requirements. Ref NFPA 101 Section 7.2.1.6.1
   1) Provide monitoring of the normally closed alarm contact that shall open upon activation of the unlock timer.
   2) Provide lock control of delayed egress locking device through output contacts activated by file server/workstation, or time schedule.

C.6.27 Electrified Locking Mechanism Power Supply

a. Provide power supplies for all electric locking mechanisms as specified with the exception of those noted as having time-delay functions as defined by NFPA 101.

b. Provide power supplies for all electric locking mechanisms. Fail-safe locking devices shall unlock automatically under the following conditions:
   1) Any building fire alarm
   2) Loss of building power
   3) Failure of the power supply

c. Provide battery chargers and batteries sufficient for eight (8) hours of backup power for the connected load for all power supplies except those for fail-safe locks.

d. Provide key locks. All power supplies shall be keyed alike.

e. Monitor low battery, tamper and power fail alarms for each power supply.

f. Minimum Specifications: 1) Type: UL Listed Class II power limited 2) Input Voltage: 120VAC 60 Hz 3) Output Voltage: 24 VDC 4) Output Connections: Individually fused outputs to each lock 5) Output Rating: 150% of actual connected load 6) Battery: Sealed gel type 7) Alarm Outputs: Low battery, tamper and power fail.

g. Enclosure: Steel enclosure with integral lock and tamper switch.

h. Acceptable Manufacturers: Altronix, or approved equal

C.6.28 Request-to-Exit Device – Infrared (If not already installed)

a. Provide request-to-exit (REX) infrared motion sensors for detecting authorized exits through card reader controlled doors as indicated on the Documents. Wire the REX motion sensor to the REX input of the Micro.

b. For doors equipped with electromagnetic locks, activation of the REX motion sensor shall release the electric locking mechanism and shall shunt the intrusion alarm output.

c. For doors equipped with electric locking mechanical that are free exiting at all times (i.e. mortise electric locks, electric strikes, etc.), the REX motion sensor shall only shunt the intrusion alarm output and shall not unlock the lock.

d. Minimum Specifications:
   - Detection tech: Passive Infrared
   - Detection pattern: Adjustable narrow 15° cone
   - Output contact: Two (2) Form "C" relay contacts
   - Power requirements: 24V DC
   - Mounting: Door frame lintel mounted or ceiling mounted
   - Provide UL Class 2, power limited power supply as specified herein and/or as recommended by the device manufacturer.
   - Acceptable Manufacturers: Detection Systems DS160/161, or approved equal

C.6.29 Request-to-Exit Device – Pushbutton (If not already installed)

a. Provide REX pushbuttons for unlocking card reader controlled doors with electromagnetic locks. Wire the REX pushbuttons to the REX input of the associated Micro.

b. Activation of the REX pushbutton shall release the lock and shall shunt the intrusion alarm output. The REX pushbutton shall contain an adjustable time delay relay for door unlock and shall be intrinsically fail-safe in order to release the door(s) in the event of a failure of the exit control circuitry within the Micro All REX pushbuttons shall be labeled to meet local codes.

c. Minimum Specifications:
   1) Pushbutton diameter: 25mm or as required by code
   2) Pushbutton color: Red
   3) Output contacts:
      - One normally open (NO) contact wired to activate the time delay relay
      - One normally closed (NC) momentary contact wired in series with lock power for fail-safe lock release.
      - One normally open (NO) momentary contact wired to the Micro request to exit input
      - One time delay relay normally closed contact wired in series with lock power or lock control. Loss of power to the timer relay shall unlock the door.
      - A pneumatic timer pushbutton is an acceptable alternative to using an electronic timer.
      - Time-delay: Adjustable from 1 to 60 seconds (DOORS MUST REMAIN UNLOCKED FOR 30 SECONDS AFTER PRESSING BUTTON, PER NFPA 101)
   4) Acceptable Manufacturers: Locknetics 620/630/700 Series, or approved equal

C.6.30 Door Release Pushbutton

a. Provide Door Release Pushbuttons as indicated in the Documents, to provide remote release of the front lobby doors from the guard desk.

b. The Pushbutton shall operate as follows:
   1) Each use of a Pushbutton shall be recorded in the PACS.
   2) Use of the Pushbutton shall not cause an alarm on the PACS, or the IDS.
   3) When a Pushbutton is pressed, the PACS shall unlock the door and shunt the door position switch for a user programmable (1 to 60 seconds) period of time. The PACS shall unlock the door and shunt the door position switch no more than one (1) second after the door release pushbutton is pressed.
   4) The door release pushbutton shall not affect the REX device operation for doors with free egress hardware.
   5) Minimum Specifications: a) Mounting: Underside of desk work surface or counter b) Outputs: Momentary SPDT c) Contact rating: 6 Amps
   6) Acceptable Manufacturers: Locknetics Model 660, or approved equal.

C.6.31 Door Position Switches

a. Provide normally closed (N/C) magnetic door position switches to monitor the open/closed status of doors as specified herein and as indicated on the Documents.

b. Concealed Door Position Switch
   1) Minimum Specifications:
   2) Double Pole, Double Throw (DPDT)
   3) Gap: ½" between the magnet and switch
   4) Mounting: 1" diameter hole in door and frame
   5) Acceptable Manufacturers: GE Interlogix 1076D Series, or approved equal

c. Tamper Switch
   1) Provide normally closed tamper switches to monitor the secure status of all Micros, power supplies, and power distribution units.
   2) Include the number of tamper switches in the total alarm input figures.
   3) Minimum Specifications: 1) Type: Plunger 2) Configuration: N/C 3) Mounting: Within cabinet with no outside access to fasteners
   4) Acceptable Manufacturers: GE Interlogix 3010, or approved equal

C.6.32 Programming, Testing and Training

a. The contractor shall copy the local controller database and merge with the global database prior to connecting the new controllers to the system.

b. The contractor shall verify proper operation of all system components before scheduling government testing and cutover to new card readers.

c. Cutover to new readers shall take place during evening hours to if necessary to minimize disruption of NRC business.

C.6.33 Closeout

a. The contractor shall provide all point charts, diagrams, drawings as specified within 14 days of acceptance test.

C.6.34 Task 2—Headquarters Complex Security Devices

C.6.34.1 Integrated Tailgating Detection Systems

C.6.34.2 General System Performance Requirements

a. The contractor shall provide and install all equipment and devices required for an integrated tailgating detection prevention system. Tailgating is defined as an improper security practice where a person follows an authorized person (after a valid card transaction) through a controlled door without presenting a valid card. Elements of the system shall include anti-tailgating sensors to be integrated with new or existing PACS card readers, interfaced with new or existing CCTV camera systems.
b. The integrated system shall operate in the following manner:

    1) An authorized person may swipe their card and proceed through the door as usual without generating an alarm.
    2) An authorized person may exit through the door as usual without using a card or generating an alarm.
    3) Multiple authorized personnel may pass through the door by swiping their valid cards, without requiring the door to be closed between each transaction.
    4) If a person follows an authorized person (after a valid card transaction) through a controlled door without presenting a valid card, the system shall generate a local alarm, signal a remote alarm to the CAS, and activate a new or existing camera, bringing the camera image to the screen in the CAS without operator intervention.
c. Locations: Tailgating detection systems are required where indicated in Table 1

	Building	Area	Description
1	TWFN	Stairwell # 1	Exhibit area down to garage levels
2	TWFN	Stairwell # 1	Stairwell to lobby exhibit area from garage
3	TWFN	Stairwell # 4	P1 level near loading dock into stairwell
4	TWFN	Stairwell # 5	Stairwell entrance near fitness center.

C.6.35 Table 1—Tailgating Detection System Locations

C.6.35.1 Tailgating Detection System

a. The system shall use a ceiling mounted pedestrian counting sensor to monitor persons walking through a controlled door or hallway and shall be integrated with the NRC's GE FCWnx PACS to ensure that only authorized persons pass through that secured area.

b. The system shall generate an alarm if a person walks through the secured door or hallway without an access granted signal from the card reader system.

c. The system shall provide a lock output relay. This feature requires only one output for each card reader from the access control system to grant access to the tailgate system and unlock the door.
d. Required Features.

    1) Ceiling mounted directional array based sensor

2) High accuracy counting of multiple persons in sensing area to provide a low false alarm rate (<1/100 transactions)
3) Operates in any lighting conditions
4) Large coverage area, min. 7'6" wide when mounted on 8 foot ceiling
5) Lock Output Relay
6) Card In / Free Exit or Card Out operation
7) Local Warning Alarm
8) Door Held Alarm
9) Forced Door Alarm
10) Optional System Bypass
11) Tailgate Alarm or Count Violation Alarm Relay Output
12) Display includes Access Granted and Secure LED's and Sounder
13) Capable of integration with GE PACS system, and Panasonic CCTV system

e. Acceptable Manufacturers: Kouba Systems model TG-LDA-IRIS, or approved equal.

C.6.36 Access Control Card Readers

a. The contractor shall provide and install card readers at the locations indicated in Table 1. Location #3 shall require card readers on both sides of the door.
b. Card Readers shall be as stated herein.

C.6.37 Closed Circuit Television (CCTV) Camera System

a. Cameras shall be positioned to monitor all locations identified in Table 1. Coverage shall include an interior view of the location sufficient to identify the facial features of the persons in the area after a tailgating alarm.

b. Camera signals shall be routed to the CAS and integrated into the matrix switch in a manner that brings the image to screen when a tailgating system alarm is generated without requiring operator intervention.

c. A tailgating alarm shall create a timestamp on the associated existing digital video recorder in the CAS to permit rapid retrieval of video footage.

d. The CCTV system shall be controllable via TCP/IP protocols, and direct serial keyboards.

e. The contractor shall provide and install a separate 19" monitor in the CAS dedicated to monitoring tailgating detection alarms.

C.6.38 CCTV Camera Minimum Specifications:

a. Image device: 1/3" or 1/4" format, color CCD
b. Resolution: 500 lines horizontal minimum
c. Signal to noise ratio: 48 dB
d. Sensitivity: Full video: 1.2 lux with f/1.2 lens, 75% scene illumination, AGC off
e. Synchronization: AC phase line lock, automatic genlock, and internal crystal reference
f. Video output: BNC composite video
g. Lens mount: C/CS
h. Electronic shutter: Automatic at 1/60, 1/100, 1/250, 1/500, 1/1000, 1/2000, 1/4000, 1/10,000, 1/100,000
i. White balance: Automatic tracking
j. Power requirements: 24 VAC
k. Acceptable Manufacturers: Pelco, Bosch, Panasonic or approved equal

C.6.39 CCTV Camera Power Supply

a. The CCTV Power Supply shall be dedicated to CCTV cameras and shall not provide power for locks or any other low voltage device.

b. Minimum Specifications 1) Type: UL listed 2) Input: 120VAC AC 3) Output: 24V AC, individually fused and isolated for each camera 4) Output rating: 150 percent of the actual connected load 5) Enclosure: Steel enclosure with integral lock and tamper switch.

c. Acceptable Manufacturers: Altronix, or approved equal meeting above specifications.

C.6.40 CCTV Monitors

a. Provide monitors as indicated in the Documents and as specified herein.
   1) All monitors shall operate at 120VAC 60 Hz.
   2) 19-inch Color LCD Monitor
   3) Minimum Specifications: 1) Screen size/type: 19-inch TFT LCD Active Matrix 2) Back-Light: Built-in (CCFT) 3) Resolution: 1280 x 1024 dots 4) Viewing Angle: 80/80/80/80 degrees 5) Colors: 16.7 million 6) Input: BNC composite video NTS/PAL, S-Video, Analog RGB 7) Rear Terminal Connections: BNC In/Out 8) Enclosure: Durable ABS plastic, rack mount optional
   4) Acceptable Manufacturers: Totevision LCS 1900V, or equal

C.6.41 Additional Headquarters Card Reader Locations

a. Provide and install 35 card readers and all required circuitry, terminations, and programming required for proper operation. Reader locations.

b. Provide and install electronic security door hardware as required in coordination with NRC project officer.

c. Provide all system programming to add new readers to existing system.

C.6.42 Access Control Card Readers

a. Provide and install hard wired card readers as directed by NRC project officer.

b. Hard-wired card readers shall be as stated herein.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

SECTION E - INSPECTION AND ACCEPTANCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

The term of this contract is from September 13, 2010, through September 12, 2011. (Reference is made to the authorization provided to Digitronics, Inc., on September 13, 2010, to commence work under this effort.)

F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (1 copy)

US Nuclear Regulatory Commission
ADM/DFS/FSB
ATTN: Adam Gaudreau; Mail Stop: T-6-E-20
Washington, DC 20555

(b) Contracting Officer (1 copy)

US Nuclear Regulatory Commission
ADM/DC/IMT
ATTN: Michael Turner, Mail Stop: TWB-01-010M
Washington, DC 20555

SECTION G - CONTRACT ADMINISTRATION DATA

G.2 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:	Adam Gaudreau
Address:	ADM/DFS/FSB Mail Stop T-6-E-20 Washington, DC 20555
Telephone Number:	301-415-7543

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(END-OF-CLAUSE)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[redacted]

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 con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

H.2 2052.204.70 SECURITY (MAR 2004)

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

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly

provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

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

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

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

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

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

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

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or

category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

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

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

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

H.3 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

H.4 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 arcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime Contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

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

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract will involve Contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

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

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

H.6 SEAT BELTS

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

H.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

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

H.8 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

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

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

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

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

H.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

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

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

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

H.10 PROHIBITON OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

H.11 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving,"(October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

H.12 OTHER APPLICABLE SECTION 8(a) CONTRACT CONDITIONS

Although the U.S. Small Business Administration (SBA) may not be identified in Block 7 of the award document, SBA remains the prime contractor and Digitronics, Inc.,is the subcontractor in accordance with the SBA/NRC Partnership Agreement. The SBA WMADO Requirement No. is 0353/10/007507.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 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 address: **http://www.arnet.gov/far**

52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUL 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997

I.2 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

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

(a) Hourly rate.

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

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

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

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

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

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

(iii) Other substantiation approved by the Contracting Officer.

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

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

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

(b) Materials.

(1) For the purposes of this clause--

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

(ii) Materials means--

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

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

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

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

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

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

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

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

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

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

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

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts,

rebates; scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

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

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

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

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

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

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government,

its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

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

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

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

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

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

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

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

I.3 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 (NRC) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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

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

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

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

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

I.4 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 15 days.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	Billing Instructions		
2	NRC Form 187		