

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

1. REQUISITION NO.  
OIS-11-277  
OIS-11-395

PAGE 1 OF 85

2. CONTRACT NO. NRC-HQ-11-C-33-0052

3. AWARD/EFFECTIVE DATE **JUN 28 2011**

4. ORDER NO.

5. SOLICITATION NUMBER OIS-11-277

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME Michael Turner

b. TELEPHONE NO. (No Collect Calls) 301-492-3632

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Michael Turner  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

CODE 3100

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:

SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:

HUBZONE SMALL BUSINESS  ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD:

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION  RFO  IFB  RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop: TWB-01-B10M  
Washington DC 20555

CODE

16. ADMINISTERED BY U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

CODE 3100

17a. CONTRACTOR/OFFEROR L-3 SERVICES, INC.  
STRATIS DIVISION  
11955 FREEDOM DR STE 12000  
RESTON VA 201905688  
TELEPHONE NO. 703-434-7000

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY Department of Interior / NBC  
NRCPayments@nbc.gov  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver CO 80235-2230

CODE 3100

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission with the services described in the enclosed Statement of Work at the prices set forth under Section B.1, Schedule of Supplies or Services. This is a firm fixed-price and labor-hour contract and includes other direct cost which are cost-reimbursable.</p> <p>This contract shall be effective June 28, 2011, through October 27, 2011 for the total amount of \$12,571,788.34. There is one option period from October 28, 2011 through December 27, 2011 for the total amount of \$5,557,304.25. The total amount of this contract including the base and option period is \$18,129,092.59.</p> <p>The Small Business Subcontracting Plan (Attachment 2) is hereby incorporated into and made a part of this contract.</p> <p>Contractor DUNS# 136127482 NAICS Code: 541512</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page  
B&R#: 2011-10-51-J-144 JOB CODE#: J1500 BOC#: 252A  
APPN#: 31X0200.110 FFS#: 112914 OBLIGATION: \$2,700,000.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$12,571,788.34

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR *[Signature]*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *[Signature]*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) **Carl W. E. Figueroa, Contracts Manager**

30c. DATE SIGNED **6/27/11**

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) **Joseph L. Widdup, Contracting Officer**

31c. DATE SIGNED **6/27/11**

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2004)  
Prescribed by GSA - FAR (48 CFR) 53.212

**TEMPLATE - ADM001**

**SUNSI REVIEW COMPLETE**

**JUN 28 2011**

**ADM002**

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**SECTION B - CONTINUATION BLOCK**

**B.1 SCHEDULE OF SUPPLIES OR SERVICES**

<b>BASE PERIOD: 06/28/2011 – 10/27/2011</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
0001 Subtotal	IT Infrastructure Operations (Firm-Fixed-Price)		Month		
0002	<b>Labor Categories for IT Development/Integration (Labor-Hour)</b>	<b>QTY</b>	<b>UNIT</b>	<b>FIXED HOURLY LABOR RATE</b>	<b>CEILING AMOUNT</b>
0002AA	Sr. Systems Architect (Function: Systems Architecture and Engineering)		Hours		
0002AB	Sr. Systems Architect (Function: Systems Architecture and Engineering)		Hours		
0002AC	Sr. Systems Architect (Function: Systems Architecture and Engineering)		Hours		
0002AD	Sr. Systems Engineer (Function: Infrastructure Development)		Hours		
0002AE	Sr. Systems Engineer (Function: Infrastructure Development)		Hours		
0002AF	Sr. Systems Engineer (Function: Infrastructure Development)		Hours	\$	
0002AG	Sr. Systems Engineer (Function: Application Integration)		Hours	\$	
0002AH	Sr. Systems Engineer (Function: Microsoft)		Hours	\$	
0002AI	LAN Systems Analysts (Novell/Microsoft) (Function: Infrastructure)		Hours	\$	
0002AJ	LAN Systems Analysts (Novell/Microsoft) (Function: Infrastructure)		Hours	\$	
0002AK	LAN Systems Analysts (Novell/Microsoft) (Function: Infrastructure)		Hours	\$	
0002AL	LAN Systems Analysts (Novell/Microsoft) (Function: Infrastructure)		Hours	\$	
0002AM	LAN Systems Analysts (Operating System) (Function: Infrastructure)		Hours	\$	
0002AN	Network Analysts (Function: Infrastructure)		Hours	\$	
0002AO	Network Analysts (Function: Infrastructure)		Hours	\$	
0002AP	Security Analysts (Function: Security)		Hours	\$	
0002AQ	Technical Writer		Hours	\$	
0002AR	Sr. Systems Engineer (Function: Consolidated Test Facility)		Hours	\$	
0002AS	Sr. Systems Engineer (Function: Consolidated Test Facility)		Hours		
0002AT	LAN Systems Analysts (Function: Consolidated Test Facility)		Hours		
0002AU	Technician (PIV Deployment)		Hours		

0002AV	Junior Technician (PIV Deployment)	[REDACTED]	Hours	\$ [REDACTED]	\$ [REDACTED]
<b>0002 Subtotal</b>	Note: The hours per labor category are estimates, and those estimated hours per labor category may be exceeded as long as this subtotal amount for Item Numbers 0002AA through 0002AV is not exceeded.	[REDACTED]	Lot	NTE CEILING	[REDACTED]
0003	<b>IT Infrastructure Operations – Firm-Fixed-Price per Month</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
0003AA	New Domestic Broadband Service 25 Seats	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
0003AB	Desktop Computer Dell GX780	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
0003AC	Laptop Dell E6420	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
0003AD	Color Printer HP CP 5526N	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
0003AE	Black and White Printer HP 4515N	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
0003AF	Enterprise 2U server Dell R610	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
0003AG	Application 2U Server Dell R710	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
0003AH	Work Group Router Cisco 3845	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
0003AI	Router IPAD 2, Blackberry Playbook	[REDACTED]	Each	\$ [REDACTED]	\$ [REDACTED]
<b>0003 Subtotal</b>	Note: The quantities are estimates, and those estimates may be exceeded as long as this subtotal amount for Item Numbers 0003AA through 0003AI is not exceeded.	[REDACTED]	Lot	NTE CEILING	[REDACTED]
<b>0004 Subtotal</b>	<b>Other Direct Costs:</b> estimated travel and incidental computer parts for procurement of items not included in the standard configuration. No single item to be procured by the Contractor shall exceed \$500.00. Each invoice for such costs shall include an itemized breakdown of those costs. For items that were procured, the invoice shall also include a copy of the purchase receipt for such item. Travel costs will be reimbursed in accordance with the Federal Travel Regulation. The Contractor shall obtain prior written approval from the Project Officer before incurring any costs under this CLIN, and that written approval shall also be provided with the invoice for those costs.	---	---	TBD	[REDACTED]
<b>Total Ceiling Amount – Base Period</b>					<b>\$12,571,788.34</b>

OPTION PERIOD: 10/28/2011 – 12/27/2011					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1001 Subtotal	IT Infrastructure Operations (Firm-Fixed-Price)		Months		
	<b>Labor Categories for IT Development/Integration (Labor-Hour)</b>	<b>QTY</b>	<b>UNIT</b>	<b>FIXED HOURLY LABOR RATE</b>	<b>CEILING AMOUNT</b>
1002AA	Sr. Systems Architect (Function: Systems Architecture and Engineering)		Hours		
1002AB	Sr. Systems Architect (Function: Systems Architecture and Engineering)		Hours		
1002AC	Sr. Systems Architect (Function: Systems Architecture and Engineering)		Hours		
1002AD	Sr. Systems Engineer (Function: Infrastructure Development)		Hours		
1002AE	Sr. Systems Engineer (Function: Infrastructure Development)		Hours		
1000AF	Sr. Systems Engineer (Function: Infrastructure Development)		Hours	\$	
1002AG	Sr. Systems Engineer (Function: Application Integration)		Hours	\$	
1002AH	Sr. Systems Engineer (Function: Microsoft)		Hours	\$	
1002AI	LAN Systems Analysts (Novell/Microsoft) (Function: Infrastructure)		Hours	\$	
1002AJ	LAN Systems Analysts (Novell/Microsoft) (Function: Infrastructure)		Hours	\$	
1002AK	LAN Systems Analysts (Novell/Microsoft) (Function: Infrastructure)		Hours	\$	
1002AL	LAN Systems Analysts (Novell/Microsoft) (Function: Infrastructure)		Hours	\$	
1002AM	LAN Systems Analysts (Operating System) (Function: Infrastructure)		Hours	\$	
1002AN	Network Analysts (Function: Infrastructure)		Hours	\$	
1002AO	Network Analysts (Function: Infrastructure)		Hours	\$	
1002AP	Security Analysts (Function: Security)		Hours	\$	
1002AQ	Technical Writer		Hours	\$	
1002AR	Sr. Systems Engineer (Function: Consolidated Test Facility)		Hours	\$	
1002AS	Sr. Systems Engineer (Function: Consolidated Test Facility)		Hours	\$	
1002AT	LAN Systems Analysts (Function: Consolidated Test Facility)		Hours	\$	
1002AU	Technician (PIV Deployment)		Hours	\$	
1002AV	Junior Technician (PIV Deployment)		Hours	\$	
1002 Subtotal	Note: The hours per labor category are estimates, and those estimated hours per labor category may be exceeded as long as this subtotal amount for Item Numbers 1002AA through 1002AV is not exceeded.		Lot	NTE CEILING	

<b>1003 Subtotal</b>	<b>Other Direct Costs:</b> estimated travel and incidental computer parts for procurement of items not included in the standard configuration. No single item to be procured by the Contractor shall exceed \$500.00. Each invoice for such costs shall include an itemized breakdown of those costs. For items that were procured, the invoice shall also include a copy of the purchase receipt for such item. Travel costs will be reimbursed in accordance with the Federal Travel Regulation. The Contractor shall obtain prior written approval from the Project Officer before incurring any costs under this CLIN, and that written approval shall also be provided with the invoice for those costs.	---	---	TBD	
<b>Total Ceiling Amount – Option Period</b>					<b>\$5,557,304.25</b>
<b>TOTAL CEILING AMOUNT – BASE PLUS OPTION PERIOD</b>					<b>\$18,129,092.59</b>

## B.2 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the base period is **\$12,571,788.34**.

(b) The amount presently obligated with respect to this contract is **\$2,700,000.00**. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. When and if the amount(s) paid and payable to the contractor hereunder is equal to the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer increases the amount obligated on this contract by written modification. Any work undertaken by the contractor in excess of the obligated amount specified above is at the contractor's sole risk.

## B.3 STATEMENT OF WORK

### Introduction

The NRC is an independent operational agency of the Federal Government, created by the *Energy Reorganization Act of 1974*. This act, along with the *Atomic Energy Act of 1954*, as amended, provides the foundation for regulation of the nation's commercial power industry. The mission of the NRC is to ensure adequate protection of the public health and safety, the common defense and security, and the environment in the use of nuclear materials in the United States. The NRC's scope of responsibility includes regulation of commercial nuclear power reactors; non-power research, test, and training reactors; fuel cycle facilities; medical, academic, and industrial uses of nuclear materials; and the transport, storage, and disposal of nuclear materials and waste.

The U.S. Nuclear Regulatory Commission (NRC) intends to use this contract to acquire infrastructure services and support beginning on June 28, 2011.

## Objective

The objective of this contract is to:

- a. Acquire business essential core, premium, and all other required IT infrastructure services;
- b. Minimize user disruptions and maintain a high level of user support and satisfaction; and
- c. Provide a single point of contact and managed life cycle IT DCE.

This contract will ensure continuity by providing a bridge to the services currently provided under the Infrastructure Services Support Contract. The services provide desktop and laptop computers, servers, office productivity software, e-mail, BlackBerry connectivity to e-mail, printers, network management, IT operational security, and new technology integration for Headquarters, Regional Offices, Resident Inspector Sites, the Technical Training Center, and the High Level Waste Management Office.

## Current Environment

This section provides detailed information on the current environment, the existing hardware/software infrastructure, and the expected ITI user levels at the NRC. The staff levels are approximate and may vary over time.

### Staff Levels

The current NRC level is approximately **6,040** personal computer users (including both NRC employees and NRC contractors).

### NRC Locations

Information on the NRC locations can be found on the website at <http://www.nrc.gov/about-nrc/locations.html>. The NRC has its Headquarters in Rockville, Maryland, and a number of other offices around the United States.

- The six-building headquarters complex (<http://www.nrc.gov/about-nrc/locations/hq.html>) in Bethesda and Rockville, Maryland, houses our headquarters staff and our Public Document Room (<http://www.nrc.gov/reading-rm/pdr.html>). There are approximately 4000 ITI users at these locations.
- The Region I Office (<http://www.nrc.gov/about-nrc/locations/region1.html>) in King of Prussia, Pennsylvania, oversees our regulatory activities in the northeastern United States. There are approximately 211 ITI users at this location.
- The Region II Office (<http://www.nrc.gov/about-nrc/locations/region2.html>) in Atlanta, Georgia, oversees our regulatory activities in the southeastern United States. There are approximately 175 ITI users at this location.
- The Region III Office (<http://www.nrc.gov/about-nrc/locations/region3.html>) in Lisle, Illinois, oversees our regulatory activities in the northern midwestern United States. There are approximately 189 ITI users at this location.
- The Region IV Office (<http://www.nrc.gov/about-nrc/locations/region4.html>) in Arlington, Texas, oversees our regulatory activities in the western and southern mid-western United States. There are approximately 160 ITI users at this location.
- The On-Site Representative High-Level Waste Management Office (<http://www.nrc.gov/about-nrc/locations/hlw-office.html>) in Las Vegas, Nevada, maintains information associated with the proposed high-level waste repository (<http://www.nrc.gov/waste/hlw-disposal/reg->

[initiatives/review-site-recommend.html](#)). There are approximately 20 personal computers supported at this location.

- The NRC Technical Training Center (<http://www.nrc.gov/about-nrc/locations/training.html>) in Chattanooga, Tennessee, provides training for the staff in various technical disciplines associated with the regulation of nuclear materials and facilities. There are approximately 28 ITI users at this location.
- The NRC also has onsite inspectors permanently stationed at each reactor licensee that it regulates (<http://www.nrc.gov/info-finder/reactor/>). These Resident Inspectors require broadband access to the NRC network and use applications that are hosted at NRC Headquarters, the Regional Offices, and on the internet. There are currently over 100 locations that shall be supported.
- The NRC ITI is extended to an application support facility. That facility is provided by an application development support contractor. The work performed under that contract is outside the scope of this contract. The application support contractor supplies the Wide Area Network (WAN) connection from that facility to NRC Headquarters and provides the network router at the application facility end of that connection. The application support contractor manages that router. A domain controller and personal computers shall be supplied by the contractor. In addition, the contractor shall supply help desk support, desk-side support, and network monitoring for the equipment provided and the network at the application support facility. There are approximately 75 ITI users at that location.

While the primary computing and support facilities are located at the NRC Headquarters campus, each NRC regional office also maintains local computing and support capabilities, including some local email functions (Exchange satellite servers) which are to be provided by the contractor. The contractor shall provide dedicated system administration support at the NRC regional offices to maintain network components and servers. The contractor will be primarily responsible for the management of the Regional Local Area Networks (LANs) and Wide Area Network (WAN) interfaces. In addition, the contractor shall provide Tier 2 Help Desk support as well as desk-side support as requested by a Regional Project Officer.

### **NRC Business Hours**

Currently normal working hours are 6am-9pm Eastern Standard Time/Eastern Daylight Time (EST) Monday thru Friday excluding Federal Holidays. Maintenance and production changes typically shall not be made during normal working hours. Some specific functions require 24 x 7 x 365 support – these are noted within the SOW.

### **Existing Information Technology Infrastructure Personal Computing Environment (Desktop/Laptop Computers)**

#### Hardware

For the current base of approximately 6,040 personal computer users the NRC currently has:

- 5072 desktop computers furnished by the incumbent ISSC contractor;
- 969 laptop computers that are managed under the current IT infrastructure and furnished by the incumbent ISSC contractor; and,
- 100 High-performance computing workstations furnished by the Government.



## Software

The following (Table 1) are a sample of the typical software found on current NRC personal computers (PCs) (Desktops/Laptops). In some cases a mix of previous generation products and newer generation products exist (e.g. Microsoft Office). Under the new contract the NRC expects to license current generation products. Note, the Agency-wide Documents Access and Management System (ADAMS) is a Government-owned system. ADAMS is a document management system written in Visual Basic, based on IBM FileNet and includes a client-based software component.

Workstation Component	Current Version	Source
ADAMS Desktop (NRC Custom)	4.8	NRC Supplied
ADAMS for Micro Soft Office (NRC Custom)	1	NRC Supplied
ADAMS Outlook Integration (NRC Custom)	1.1	NRC Supplied
Adobe Acrobat Reader	8	Incumbent Supplied
Adobe Flash Player	10.0	Incumbent Supplied
Adobe SVG Viewer	3	Incumbent Supplied
Apple QuickTime	7.6	Incumbent Supplied
Autodesk Design Review 2008	4.1	Incumbent Supplied
Delphi NRC Telephone Directory	1.0	NRC Supplied
Diskeeper Professional Edition	8.0	Incumbent Supplied
FileNet Content Services Client Libraries	5.4	NRC Supplied
FileNet IDMDT	3.2	NRC Supplied
FileNET Panagon IDM Desktop	3.2	NRC Supplied
FTI Microshield	5	NRC Supplied
FTP Software OnNet32	3	NRC Supplied
HRMS (NRC Custom)	1	NRC Supplied
Inso Outside-In Viewer (ADAMS component)	8.0	NRC Supplied
Metastorm Informs Filler	4.3	NRC Supplied
Microsoft .NET Framework	1.1	Incumbent Supplied
Microsoft .NET Framework	2.1	Incumbent Supplied
Microsoft .NET Framework	3.5	Incumbent Supplied
Microsoft Collaboration Data Objects	6.5	Incumbent Supplied
Microsoft Data Access Objects (DAO)	3.5	Incumbent Supplied
Microsoft Internet Explorer	6.0	Incumbent Supplied
Microsoft MDAC	2.8	Incumbent Supplied
Microsoft Office Professional Edition 2003	11.0	Incumbent Supplied
Microsoft Office Visio Viewer 2003	11.0	Incumbent Supplied
Microsoft Outlook 2007	12.0	Incumbent Supplied
Microsoft Windows Genuine Advantage	1.3	Incumbent Supplied
Microsoft Windows Installer	3.1	Incumbent Supplied
Microsoft Windows Media Player	11.0	Incumbent Supplied
Microsoft XML	4.0	Incumbent Supplied
PkWare SecureZip	8.2	Incumbent Supplied
PowerBuilder	8.0	NRC Supplied
Real Player Enterprise Player	2.1	NRC Supplied
SQL Drivers for NT	6.5	NRC Supplied
Sun Java	6.1	Incumbent Supplied

Workstation Component	Current Version	Source
Sybase Adaptive Server Enterprise	12	NRC Supplied
Symantec Antivirus	11.0	Incumbent Supplied
Symantec LiveUpdate	3.1	Incumbent Supplied
Wang Imaging	5.0	NRC Supplied
Wang Watermark	3.1	NRC Supplied

*Table 1 – Sample of typical personal computing software*

Notes:

- a) Software maintenance and development on ADAMS are not part of this SOW. Installation and troubleshooting of the configuration of the client component is part of the scope of this contract.
- b) Any software listed as “NRC Supplied” shall be supported on a best effort basis by the contractor.
- c) PowerBuilder 8 supports specific legacy applications. This application is not part of the standard image. Support requirements only include installation on an as needed basis and minor troubleshooting.

### General Server Environment

The NRC general server environment consists of network servers, file servers, and those servers used within the NRC which support the general network environment (shared storage, electronic mail, network management). These servers are primarily owned by the incumbent ISSC contractor.

#### Hardware

The NRC general server environment currently consists of one-hundred seventy-five (175) servers. These servers consist of machines with one to four central processing units (CPUs) or in the case of dual-core or quad-core processors, one to four processing cores. None of the current servers utilize more than four CPUs or a total of four processor cores. The majority of servers in the general server environment run Windows; however, some run a Linux kernel. Specifically, the current general server breakdown is as follows:

- Wintel Servers with 1-4 CPUs: One-hundred sixty-five (165) servers; and,
- Unix/Linux Servers with 1-4 CPUs: Ten (10) servers.

#### Software

The following is a sample of the typical software found on current NRC Servers in the general server environment. The environment is evolving, and specific applications may vary at the time of contract award. The intent of this list is to define the general types of software currently in use.

- Active Directory;
- Asset Management System (WiseTrack);
- BlackBerry Enterprise Server;
- CiscoWorks;
- Citrix;
- Finjan;
- Helpdesk Ticketing System (BMC Service Desk);
- IronPort;

- LANDesk Management Suite;
- Microsoft Exchange Enterprise;
- Microsoft Exchange Standard;
- Patchlink;
- Structured Query Lanaguage (SQL) Server 2000/2005;
- Symantec Antivirus;
- Symantec BESR imaging tool;
- System Center Operations Manager;
- Tivoli Storage Manager (TSM) Backup Client;
- BrightStor ArcServ;
- Vulnerability Scanner (NCircle);
- What's Up Professional (monitoring); and,
- ZENworks.

### Network Appliance, Printers, and Other Hardware

In addition to the desktop/laptop, general server, and data center server environments, the NRC has other hardware components and devices that serve as part of the IT Infrastructure. This additional hardware consists of:

- Network appliances including routers, switches, gateways;
- Network security appliances and firewalls;
- Tape back-up devices;
- Redundant Array of Independent Disk (RAID) devices and/or Storage Area Networks (SAN);
- Network Printers (both color and black & white);
- Local printers; and,
- Scanners and plotters.

The following table (Table 2 provides a current list of hardware that falls in this category. This contract includes managing the existing hardware.

Hardware Description	Quantity
Cisco 1700 Router	1
Cisco 2800 Router	74
Cisco 3700 Router	33
Cisco 3800 Router	14
Cisco 7200 Router	1
Cisco 2960 Series Switch	15
Cisco 3750 Series Switch	34
Cisco 4500 Series Switch	46
Cisco 6500 Series Switch	8
Host Intrusion Protection System	1
HP 4650 Color Network Printer/+GFE	80/19

Hardware Description	Quantity
HP 4350/HP 4515x B/W Network Printer/+GFE	292/2
HP 9040 B/W Network Printer	38
XIOtech SAN	1
Fibre Switch (Silkworm 4100)	2
Tape Library (Spectra Logic T120Q)	2
Tape Drive (Spectra Logic T50)	7
Firewall (Base)	1
Firewall Proxy/ZONE	14
48 Port 10/100 Ethernet Module	179
48 Port 10/1000 Ethernet Module	25
Local Printers (Various Makes/Models), GFE	2,000
Plotters	10
Multifunction Printers	36
Scanners	211

*Table 2 - Network Appliances, Printers, & Other Hardware*

## NRC Information Technology Organization

### User Community Profile

Within the NRC, there are 5 types of users:

#### Professional Users

Most Headquarters and Regional office users can be identified as professional users. They are provided standard workstations, software and services.

#### VIP Users

VIP Users from the Headquarters and Regional office are normally provided faster incident response time, resolution response time, or higher availability rates. The five NRC Commissioners receive almost immediate support and will also require service support at their residences. The address of each Commissioner will be provided separately.

#### High Performance Computing Environment Users

High Performance Computing Environment Users represent the scientific staff of the NRC. They receive standard services but these services are performed in conjunction with high-end (UNIX) servers and desktops.

#### Resident Inspector Site Users

Resident Inspector Site Users are provided standard workstations, software and a Frame Relay connection to the Regional office. The Regional offices currently provide Help Desk, maintenance, and problem resolution services for these users

#### Remote Users

Remote users can be one of the other types of users (Professional, etc.), but they require remote access to the NRC network due to telecommuting, remote site visits, or other use of laptops or desktops that are remote from the NRC facility.

## **IT Infrastructure Services**

The Contractor shall provide the following services:

### **BlackBerry**

BlackBerry support under this contract includes the following services:

1. BlackBerry Integration with Exchange
2. BlackBerry Enterprise Server(s) (BES) Management: Manage accounts for BlackBerry users and links between e-mail device and BlackBerry devices.
3. BlackBerry Services Monitoring
4. User Support for account issues and minor device issues
5. BlackBerry Policy Management
6. BlackBerry Device Firmware Upgrades and Management
7. BlackBerry Device and Function Testing: Evaluate new BlackBerry devices and/or functions and test them to ensure appropriate security and functionality.

### **Electronic Mail (Email) and Messaging**

The NRC currently uses Microsoft Exchange 2007 and Outlook 2007 for delivering its email service. Generally users are allocated one (1) gigabyte (GB) of network storage space for mail. Outlook Web Access is also available for users to access their email remotely. Electronic mail services have been integrated with both NRC customized and commercial off-the-shelf (COTS) software applications (i.e. Microsoft Office, Microsoft SharePoint, ADAMS, etc.) to allow for collaboration and storage of official records.

The Contractor shall:

1. Manage, operate, maintain, administer and support NRC email services including internal email as well as Internet email capability;
2. Define and maintain users, distribution groups and system profiles;
3. Develop and maintain workflow definitions for the mail system environment;
4. Monitor mail statistics such as inbound and outbound mail flow;
5. Provide metrics on system-related incidents and events; utilize this data to detect and resolve systemic problems;
6. Monitor email system utilization and disk space usage and enforce NRC ("Agency") email size limitations;
7. Track and remove messages at the request of the NRC operational security staff when classified or Safeguards information spills occur or when data leakage occurs;
8. Review systems logs, email and performance data to ensure optimum system operation;

9. Respond to and resolve all user issues related to internal email services or Internet email service;
10. Provide software updates and security updates for the email desktop client as well as the back-end email applications, following NRC Release and Deployment Management Plans;
11. Perform nightly E-mail back-ups and maintain them in accordance with NRC retention requirements;
12. Monitor electronic mail storage and provide increased capacity (up to 10%) as appropriate;
13. Restore email from back-up as requested;
14. Manage replication of e-mail from NRC headquarters data center to a designated disaster recovery site to ensure continuity of e-mail once NRC initiates a Continuity of Operations (COOP) event;
15. Manage the interface between Microsoft (MS) Exchange email accounts and their corresponding BlackBerry accounts according to optimization standards recommended by Microsoft Corporation;
16. Minimize the amount of time that a user is without an e-mail account/client (due to either provisioning or repair);
17. Minimize the length and frequency of service outages;
18. Minimize the time necessary to periodically backup data, and to restore electronic messaging data from backups; and,
19. Minimize the time necessary to provision increased storage capacity when requested

The Contractor shall provide an e-mail encryption solution for the transmission of electronic mail outside of the Agency. This encryption solution shall meet all Federal Government and NRC-specific requirements for security. For externally bound e-mail, the Contractor shall provide encryption at the e-mail gateway that will be decrypted at the recipient's desktop. For internal e-mail, the Contractor shall provide a solution that will utilize existing VeriSign electronic certificates. The Contractor shall also supply a mechanism to ensure non-repudiation of emails sent from or to the NRC.

## **File and Print**

### **File Management**

The core storage consists of file servers at each of the regional offices as well as the NRC Storage Area Networks (SAN). Generally users are allocated two-hundred (200) mega-bytes (MB) of network storage space for files across three mapped drives. Overall, there are more than ten (10) terabytes of storage currently supporting the core tasks, including storage allocated for email.

Data File Availability Management - It is critical that the files stored in both personal and shared network storage are both protected and backed-up so that they can be restored when necessary. The Contractor shall back-up data files with appropriate frequency. The Contractor shall maintain the back-ups for a minimum of four weeks.

### **Print Management**

The Contractor shall provide and maintain ability to print electronic documents across the NRC enterprise.

In addition, the Contractor shall:

1. Provide all hardware and software supporting the file and print services;
2. Secure and dispose of all print devices installed with data-bearing drives according to NRC IT security requirements and processes;
3. Maintain print queues;
4. Minimize the amount of time that a user is without access to a given print device (due to either provisioning or repair);
5. Minimize the length and frequency of service outages; and,
6. Minimize the time necessary to provision increased printing capacity when requested by a specific user or when addressing agency-wide requests.

Personal Printer Support – The Contractor shall provide support to local printers that are not provided by the Contractor.

Contractor-supplied printers shall be capable of printing on 8 ½ x 11 and 8 ½ x 14 paper and provide double-sided printing at a minimum. Additionally the Contractor shall provide access to printers that are capable of printing 11 x 17 no further than 100 feet from every end-user's on-site workspace.

Printer supplies are provided by another contractor. To ensure that this contractor has time to get supplies in stock, the contractor shall provide the first 90 days of printer ink/toner cartridges when new models are installed and shall not be required for providing any consumables thereafter. Ninety day supplies shall be calculated as sufficient supplies to handle three times the monthly printing capacity of the printer during normal working hours.

### **Network Attached Devices Management**

Additional, approved, government-owned devices (copiers, digital senders, etc.) currently exist in the environment and are likely to continue during all or part of the period of performance. The Contractor shall provide best-effort support for these devices and shall troubleshoot interface issues between the device and the network. Maintenance of copiers is maintained under a separate contract, and the Contractor is not being required to perform general copier maintenance. However, the Contractor shall assist the NRC in identifying and/or correcting problems if a user is unable to use an otherwise-functional, network-attached copier for printing or scanning. Digital senders, or other similar devices will be treated the same as personal printers; the Contractor shall install these devices and make best-effort attempt at repairs.

### **Personal Computing and Related Software Licensing**

#### **Personal Computing**

Personal computing devices are the way in which the vast majority of NRC users gain access to the NRC ITI and all of the services that it provides. Due to the high level of automation at the Agency and the fact that information is at the core of our business, these personal computing devices are also the primary tools used to complete the mission of the Agency. For the purposes of this document, "Personal Computer (PC)" refers to the industry standard terminology for laptops and desktops and similar devices and not to equipment owned personally by NRC employees for their own use. In other words, the PCs referred to in this section are provided by either the Contractor or by the NRC for work

purposes, not PCs purchased for home use by NRC users which may remotely access the NRC ITI. PCs will not be purchased by the NRC through this contract.

Different users require different types of PC devices in order to access ITI and other services. Some users are office-bound and a more traditional desktop computing device with a monitor serves their needs. Another group of users spends most of their time traveling, either performing inspections or meeting with global partners. This second group requires a mobile computing solution, but still requires access to many of the services that are available to the office users. Yet another group of users may regularly work in an office, but also works away from the office multiple days a week and requires all of the same services in both locations.

Currently, some remote users access ITI services through the NRC's Remote Access System. In addition, it will be necessary for the Contractor to maintain an inventory of encrypted MXI Stealth MXP Universal Serial Bus (USB) drives to users to transfer files from one personal computing device to another, including foreign devices. These drives are being procured by the NRC through a separate contract.

These personal computing devices provide a way for each NRC user to access all of the Agency's enterprise services. However, especially when considering mobile computing, these devices also pose several risks to the ITI which shall be mitigated in order to protect the Agency's data and infrastructure. Secure computing is of significant importance to the Agency and will drive many decisions about the type of computing devices used and how those devices can be implemented into the infrastructure. Security controls shall also include protections to prevent unauthorized computing devices connecting to the NRC ITI. Additionally, as a Federal Government entity, the NRC is required to follow specific security directives and legislation (i.e., Federal Information Security Management Act (FISMA), Homeland Security Presidential Directive 12 (HSPD-12), Federal Information Processing Standards, Committee on National Security systems issuances, Federal Desktop Core Configuration (FDCC), etc.).

Users shall have a reasonable approach to:

1. Record data to portable media (compact discs (CDs), digital video discs (DVDs), etc.)
2. Listen to sound (media files, conferencing, etc.)
3. Attach peripheral equipment (USB ports, etc.)
4. Some users (approximately 1000 currently) require dual monitors in order to complete their work effectively and efficiently.
5. Personal printers are currently purchased as GFE in most cases, however some users (approximately 100 currently) shall be provided personal printers.

The Contractor shall provide full lifecycle management of personal computing assets from procurement, configuration, delivery, maintenance, refresh, and retirement. The NRC reserves the right to select the ultimate software configurations to be provided.

Currently, Regional users receive the majority of their IT infrastructure support through Regional NRC IT staff and not the incumbent contractor. This model will continue for the life of this contract.

In addition, the Contractor shall:

Provide PC devices, including but not limited to desktops, laptops, thin clients, smart phones, peripherals, and other devices requested by users, approved by the NRC Project Officer, and connected to the NRC network;



1. Manage PC device leasing arrangements with third-party hardware vendors; Maintain license agreements with third-party software vendors;
2. Provide on-site maintenance and replacement for all PC devices managed under the contract;
3. Maintain and manage an inventory of all PC devices (both Contractor-supplied and Government furnished) managed under the contract; (Note: There are currently Government furnished PC devices, including such things as laptops and monitors, and it is expected that there could be new Government furnished computing devices that will be purchased during the period of performance for this contract which the Contractor shall maintain and inventory)
4. Provide a standard environment for NRC employees through the creation, deployment and maintenance of standard workstation images and standard peripheral configurations;
5. Monitor to ensure conformance to the standard environment and report violations;
6. Provide anti-virus, anti-malware, anti-spam, Trojan, and worm detection and prevention software on personal computers and keep virus signature lists up to date. Copies of anti-virus/anti-malware software will be provided to NRC users for working at home use;
7. Provide firewall for PC devices;
8. Maintain patch levels for PC devices and software (all patches shall be tested before deployment);
9. Purge data from decommissioned PC devices; devices will be disposed of in an environmentally sound way and based on the security, sensitivity, and associated NRC computer security policies and guidance;
10. Provide PC refresh on a three-year cycle;
11. Provide a pool of encrypted, loaner laptops configured for NRC mobile use per NRC security policies. It is expected that there will be 100 loaner laptops at headquarters and 80 in the Regions (mostly Region 1), with rebalancing in the Regions over time from current GFE equipment. Laptops with docking stations will also be provided in place of current desktops which will likely impact the total number of loaner laptops to some extent. Alternative solutions suggested by the Contractor for managing remote personal computing resource are welcomed;
12. Provide new PC devices over time as needed based on new business requirements and as technology advances to fulfill existing business requirements;
13. Provide global support for hardware maintenance and replacement for NRC users who are traveling abroad with NRC computing devices;
14. Minimize the amount of time that a user is without access to a given hardware unit or software (due to provisioning, repair, replacement, distribution of loaner equipment, or moves – includes account-related incidents/problems). Note that this objective is valid for both Contractor-supplied equipment, and for government-furnished equipment (GFE);
15. Minimize time to resolve software uninstalls, and other software-related issues; and,
16. Minimize the length and frequency of service outages.

### **Office Productivity Software Deployment**

Based on NRC requirements and direction, the Contractor shall provide full lifecycle management of office productivity software and other personal computer software to include: procurement, configuration, delivery and retirement. Office Productivity software shall be licensed by the Contractor so that NRC users can obtain a copy for installation on a home computer for business use.

## Software License Management

The Contractor shall provide software licenses for office productivity software, and manage the procurement and upgrades to that software. The Contractor shall also verify that any software requested to be installed on Contractor-supplied PC devices is properly licensed. The Contractor shall maintain an inventory of all software installed on Contractor-provided PC devices and the associated software license information.

The Contractor shall report on the use and compliance of all software licenses as requested. The current process (which is expected to continue upon award of this contract) for obtaining and installing user requested software on Agency personal computers is as follows:

1. A user identifies software that they require for meeting a business requirement.
2. The user's manager approves the software purchase.
3. The software is obtained.
4. The user's IT Coordinator makes a formal request to have the software installed.
5. A review is made to determine that the software will not harm the ITI.
6. If approved, the Contractor installs the software on the user's workstation.

In addition, the Contractor shall procure, supply and manage operating system licenses for all personal computing devices, and keep them patched with current patches. The Contractor shall also upgrade to current versions when requested by the NRC. The option to upgrade will be available to the NRC (tested against the NRC environment and ready for migration) within six months of release of the upgrade. Once given approval to upgrade the OS or other Contractor-supplied software, the Contractor shall manage the entire upgrade, including a clear communications plan, training plan, and customer support.

The Contractor shall be responsible for ensuring that the software on all Contractor-supplied computing devices (desktops, laptops, servers, etc.) is fully licensed. The Contractor shall be financially responsible for any license non-compliance for Contractor-supplied software packages. Audits of software licensing will be performed on these devices by an independent verification and validation contractor. The Contractor shall bring licenses into compliance for any discrepancies identified in those audits for Contractor-supplied software packages.

## Personal Computer Risk Management

The contractor shall manage personal computer risk environment through virus and malware scanning.

In addition, the contractor shall:

1. Provide up-to-date patching for operating systems and productivity software;
2. Provide support of card readers for logical (and not physical) access to personal computers in support of HSPD-12;
3. Provide a solution for recovery of lost or stolen hardware (such as Computrace LoJack) to recover equipment that is missing from inventory; and,
4. Provide encryption for data at rest on personal computing devices.

## Network Components

Disruptions in the network infrastructure are costly, therefore reliable and manageable network components are expected to ensure that enterprise services are available when they are required. Requirements for training through video-on-demand, virtual meetings, and other media-rich collaborations to reduce travel costs and increase productivity also increase the demands on the network infrastructure. All network support functions are to be provided 24 x 7 x 365, including holidays.

Unlike other tasks, the network monitoring and asset management tasks require the complete and unified management of all Contractor-supplied and Government-furnished assets attached to the network, including those managed under existing contracts outside of the scope of this contract.

There are many components of the existing NRC ITI which straddle the worlds of networking and system administration. For the purposes of this document, network devices includes: hubs, switches, routers, firewalls, network filters, load balancers, network accelerators, and devices introduced in the future that are required to manage the NRC ITI. The Contractor shall be responsible for maintaining and patching these devices and all of the software running on these devices.

The Contractor shall ensure that all of the components are maintained at all times and provide adequate network support. The Contractor shall include pricing which is consistent with this network backbone refresh approach.

All changes to the NRC production environment will go through the NRC-approved change management process.

## Network Management

The Contractor shall maintain user ability to securely access the network components (including WAN circuits) and services from both within the NRC ITI and remotely.

Encryption is employed on the Multiprotocol Label Switching (MPLS). The Contractor shall manage and maintain the related hardware that manages the end-to-end encryption for each connection.

In addition, the Contractor shall:

1. Manage, maintain, administer and support the services, network devices, and components that comprise the Agency network infrastructure;
2. Manage, maintain, administer and support the NRC ITI address and Domain Services to provide Internet Protocol (IP) Address management and domain services (nrc.gov, nrc-gateway.gov, and usnrc.gov);
3. Provide protocol management, proxy service, and Public Key Infrastructure (PKI) management;
4. Manage and tracks IP addresses. Support IP version 6 and version 4 addressing and management across the entire NRC ITI (the current network is almost exclusively IPv4, but most of the equipment is IPv6 capable).
5. Maintain the capability for all NRC staff to consistently access internal and external multi-media resources;
6. Provide support for Citrix MetaFrame servers. This includes troubleshooting issues for remote users as well as MetaFrame server support;

7. Provide and maintain external access to NRC resources and information for the public and other interested parties with load balancing as needed while maintaining the security of the network infrastructure;
8. Perform account management functions for all infrastructure network devices that require user accounts;
9. Conduct regular performance capacity testing using industry-standard automated tools;
10. Perform impact assessments on all new network technologies introduced in the NRC ITI; and,
11. Interface with long distance and local telecommunications vendors who provide the circuits to troubleshoot incidents and determine root cause of network disruptions.

### **Network Asset Management**

The Contractor shall provide, track, and maintain Contractor-supplied and Government Furnished network components and devices which make up the NRC ITI.

### **Network Device System Administration**

The Contractor shall install, support, and maintain network devices, and plan for and respond to service outages and other problems.

In addition the Contractor shall:

1. Ensure Pre-Production environment is consistent with the Production environment. (The pre-production environment is a testing and staging environment. It is included in the General Server Environment descriptions in this document;
2. Synchronize client files on remote servers and the failover system;
3. Interface with the helpdesk, network operation center to resolve problems;
4. Coordinate applicable activities with hardware and software maintenance contract personnel; and,
5. Make recommendations for new hardware, software, or procedures that increase performance or availability.

### **Maintenance and Patching Management**

The Contractor shall ensure that network equipment is functioning within manufacturers' operating specifications and current with NRC-approved patches and upgrades according to NRC Change Management procedures.

In addition, the Contractor shall:

1. Provide software/firmware services including maintenance, deployment, and upgrades for all network infrastructure components and network devices (operating systems, network operating systems, network infrastructure component software, etc.);
2. Provide hardware maintenance services for the Agency-wide NRC ITI;
3. Provide a proposed weekend maintenance schedule;
4. Test all patches before applying them to production;
5. Implement patches defined by the manufacturer/software vendor or the NRC as critical and/or emergency rapidly;

6. Schedule Agency wide infrastructure maintenance services to impact as few users as possible and during the times of least network usage, as much as is feasible not during core hours of operation; and,
7. Update network device and component documentation to reflect current environment. Updates shall include changes to procedures, as-built guides and network diagrams.

## **Network Monitoring**

The Contractor shall:

1. Provide, staff, and manage a Network Operations Center which continuously monitors:
  - o The amount of network traffic on all non-secure Agency networks;
  - o Types and percentages of protocols traversing the NRC backbone;
  - o Types and percentages of services traversing the NRC internet connection;
  - o Processor, memory, disk usage percentage, disk write times, required OS and application services; and
  - o CPU utilization on all Contractor- managed production servers, and other servers as requested by the NRC;
2. Monitor network device logs and review audit trails;
3. Identify and isolate network bottlenecks;
4. Monitor NRC ITI shared network storage for both usage and fragmentation; make recommendations for remediation; and mitigate issues in consultation with the NRC;
5. Leverage technology to increase availability of NRC ITI services;
6. Provide network monitoring, troubleshooting, problem tracking, and resolution for all network components, network devices, and services, 24 x7 x 365;
7. Maintain print queues and solve other problems relative to keeping printers and plotters in working condition;
8. Establish and maintain performance baselines for applications and services, end-user and network response times, and other areas of the infrastructure as requested by the NRC; Once established, the Contractor shall alert the NRC whenever there is a variance from these performance baselines;
9. Monitor for changes to security configurations, service pack applications, etc. that could have security implications and report them to the security group for investigation;
10. Provide capacity and performance monitoring and trending reports on all the infrastructure components, and monitor traffic on the Agency non-secured data networks;
11. Ensure that all network events are recorded and filtered, and that the appropriate staff members are notified of the event;
12. Minimize the length and frequency of service outages;
13. Minimize the time necessary to provision increased network bandwidth upon request; and,
14. Minimize the time between a change in ITI status and notification of appropriate NRC personnel.

## Remote Access

Currently, remote users can access specific application resources from their home computers through a Citrix gateway. Access to some applications is also provided through Citrix to both NRC-owned and home-owned computers. The Contractor will not be required to physically visit or maintain home-owned computers, but will be required for providing email and telephone support to allow users working from home computers to access Citrix-based applications.

In addition, the Contractor shall:

1. Minimize the amount of time that a user is without access to remote connectivity (due to either provisioning or repair); and,
2. Minimize the length and frequency of service outages.

## Integration

IT Services are continually evaluated and updated at the NRC. New services can be generated by customer requirements and modifications to existing services can occur through continual service improvement. The Contractor shall work with the NRC to introduce changes to the ITI and manage them for the remainder of the contract.

Integration does not include regular patching and updates and shall be provided by the Contractor and included in the pricing of the personal computing, network component or server administration unit costs.

## Project Management

The NRC uses its own Project Management Methodology (PMM – see Management Directive (MD) 2.8 <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-2.html>). The Contractor shall use the NRC PMM for work performed throughout the life of this contract.

In addition the Contractor shall:

1. Track project status using NRC Enterprise Project Management (Microsoft Project Enterprise);
2. Follow a proven and documented standard systems Change Management methodology, approved by the NRC for all changes to be made to the NRC ITI;
3. Attend regular NRC meetings to review project schedules, status and resource allocations;
4. Coordinate closely with the other teams (NRC, vendors, contractors, etc.) on projects to ensure smooth transitions;
5. Implement and coordinate the use of NRC Project Management Methodology (PMM) for all IT infrastructure programs and efforts;
6. Minimize time between when a given project update occurs, and the time in which their status in Micro Soft Projects is updated; and,
7. Minimize the discrepancy between the milestones defined in MS projects, and the actual delivery of these project milestones.

## Research

Emerging technologies being implemented into existing infrastructure environments requires extensive and thorough research development and testing. The Contractor shall perform as the IT systems engineer for the NRC ITI and will provide recommendations, planning, coordination, design and engineering for the IT infrastructure as required for current and future NRC programs, systems, and services.

In addition the Contractor shall:

1. Provide assessments of the IT infrastructure and making recommendations for new and enhanced systems;
2. Provide short and long range infrastructure strategies for the development, selection, integration, and implementation of infrastructure hardware and software systems,
3. Provide network modeling capabilities to assess the impact of new requirements on network performance;
4. Provide systems architecture, engineering and integration, short and long term planning, research, design, development, performance/capacity planning and modeling/simulation;
5. Analyze, design, and provide recommendations, written reports and white papers on "state of the art" IT technologies applicable to the NRC IT environment as requested by NRC;
6. Perform analyses of commercial off the shelf (COTS) software packages and customized applications for infrastructure use;
7. Provide recommendations to the NRC for testing and integrating new technologies and updates to existing and new systems;
8. Provide guidance and management analysis capabilities to resolve processing and office system operation problems. The areas of expertise will include, but are not limited to: network, server, workstation, portable/mobile, Remote Access System (RAS) and security;
9. Perform research and development, product testing, and evaluations;
10. Conduct performance capacity testing using industry-standard automated tools. Activities shall include, but not be limited to, performing impact assessments on all new technologies introduced in the NRC IT infrastructure. The Contractor shall also serve as technical experts in the area of measurement and analysis of LAN, Metropolitan Area Network (MAN), WAN, and Office Automation systems, hardware and software;
11. Perform modeling and simulation using industry-standard automated tools and perform impact assessments on all new technologies introduced in the NRC IT infrastructure; and,
12. Provide IT infrastructure growth and capacity planning recommendations.

## Development

Information technology changes are regularly mandated by federal policy and regulations. The NRC is regularly expected to show progress on a wide variety of IT infrastructure initiatives. New systems and changes shall be developed to meet all federally mandated security requirements. The Contractor shall provide IT infrastructure development and integration services for the NRC ITI as it evolves over the period of the contract.

In addition, the Contractor shall:

1. Develop and integrate the IT Infrastructure (network infrastructure, server, workstation, and security) required for current and future NRC projects, systems, and services;
2. Provide technical support for major moves, adds and changes of NRC IT infrastructure and coordination and technical guidance to the NRC's Professional Development Center (PDC) in their preparation of courses related to new and enhanced IT technology as well as other engineering and development requirements as needed;
3. Develop new hardware and software capabilities (whether leased by the Contractor or purchased by the NRC under separate contract) based upon NRC priorities by integrating and customizing standard off-the-shelf products;
4. Design IT infrastructure systems using the NRC PMM;
5. Develop server hardware standards; design various server/desktop system platforms which adhere to those standards;
6. Develop and maintain an infrastructure forecast, which documents the planned changes to the NRC Infrastructure (desktop/server/network) for the next 36 months;
7. Be aware of and incorporate recommendations for supporting Federal Government IT regulations (Section 508 of the Rehabilitation Act, Paperwork Reduction Act of 1995, etc.) and related requirements;
8. Incorporate engineering and planning techniques to deliver systems that are reliable, flexible, supportable, and expandable;
9. Ensure an effective design, adequate and thorough testing, operational support documentation and the integration of software and hardware that pass production testing for all development activities;
10. Analyze and when appropriate, leverage new network technologies such as: wireless, optical, Gigabit Ethernet, etc;
11. Work with telecommunication vendors/contractors, as necessary, for providing new design, enhancements, and development level support for LAN, MAN, WAN, RAS, and Internet services;
12. Develop and upgrade infrastructure security policies (router passwords, filters, configurations, etc.) as necessary, in coordination with the operational support group;
13. Evaluate and integrate new infrastructure management tools;
14. Develop expert network performance monitoring and analysis;
15. Develop standard file and print server configurations;
16. Develop standard email and application server configurations;
17. Develop Network Operating System (NOS), applications, and utilities as required;
18. Develop standards for supporting network printing and integrated copier services;
19. Provide input to the Project Officer and their designees for the development of server level and user access security policies;
20. Develop standard workstation (desktop/portable/mobile) configurations including hardware, OS, and applications;
21. Develop peripheral hardware standards;
22. Develop monthly desktop update packages (Headquarters [HQ]/Region & Regional Offices and Resident Inspector Sites [RISE]) incorporating updates of desktop software tools;



23. Develop quarterly consolidated desktop images. There are currently four configurations:
  - a. Standard - The vast majority of PCs
  - b. Standalone - PCs not attached to ITI
  - c. Mobile (External) - Laptops which require additional security
  - d. RISE - standard + add-on;
24. Develop standards for supporting printing services;
25. Provide software development services using Microsoft C#.NET and/or java (or technologies that match the current PC OS) to support the development of workstation upgrades/patches. Completion of these tasks requires the contractor to have significant experience with Hypertext Markup Language (HTML), Active Server Pages (ASP) and javascript programming. This skill is required to ensure that NRC users have the least amount of disruption when patches and upgrades are being applied to their system; and
26. Provide expert database development for can design, development and administration of standard relational database management systems (RDBMS), (i.e. Microsoft SQL Server, Sybase, etc.).

## Implementation

After appropriate and thorough research and development, systems and applications shall be implemented into the NRC ITI without causing major disruptions to Agency users. The Contractor shall follow all Federal and NRC policies.

In addition, the Contactor shall:

1. Utilize techniques that allow for a smooth turnover to the operations teams for operational management;
2. Ensure integration into production without adverse impact on the ITI or NRC ITI users;
3. Ensure performance meets designated standards;
4. Utilize the NRC's Release Management (RM) process or follow a proven and documented methodology, approved by the NRC for all changes to be made to the NRC ITI;
5. For changes so required by the RM process, submit proposed ITI enhancements or modifications to the Operations Change Advisory Board (CAB) for approval prior to implementation;
6. Develop and provide support documentation to the NRC for new and enhanced ITI features for submission to the CAB, which has overall responsibility for evaluating and approving change requests;
7. Review, as necessary, Environmental Configuration Control Board (ECCB) submissions to assess impacts on the infrastructure;
8. Update all configuration information within 24 hours of implementing into the NRC ITI;
9. Minimize the discrepancy between Request for Change (RFC) records and actual change requests;
10. Minimize the number of failed RFCs (including both normal and emergency changes); and,
11. Minimize the number of changes that are not associated with an approved RFC.

## Test

The NRC regularly adds and changes technologies in the NRC ITI. However, as existing IT services are vital to the day-to-day productivity of NRC users, it is essential that the introduction of these changes does not disrupt normal Agency operations. Therefore, all modifications to the NRC ITI shall be thoroughly tested in the Agency's test environment and appropriate precautions shall be taken to mitigate any disruptions that they might introduce. The Contractor shall provide a "best value" test environment that replicates the production environment so that tests can be as accurate as possible and real problems can be identified and corrected. Although individual IT system owners shall take the responsibility to move their systems through this process, the Contractor shall help them to succeed in this endeavor by providing expertise in testing and resolving common issues.

The test facility currently operates on a separate network not accessible to the production environment. It is not currently accessible from all locations.

**Testing Management** – The Contractor shall provide the technical environment for and maintain the ability to test all new applications and hardware to ensure a smooth transition into the NRC ITI.

In addition, the Contractor shall:

1. Maintain the test environment network including infrastructure, servers and applications with up-to-date patching at the same level as the NRC ITI;
2. Ensure that the test environment is segregated from the production environment;
3. Operate and manage the test environment to support testing, network performance impact analysis, network modeling and simulation, load testing, application testing, Rehabilitation Act Section 508 testing, integration, demonstration, product briefings, evaluation and orientation/training for all COTS and custom services and applications to be integrated into the infrastructure;
4. Ensure application and hardware integration into production without adverse impact on the infrastructure;
5. Provide non-production data sets for testing systems. No production data shall be used in the test environment;
6. Manage a schedule of test environment availability, publish that schedule, and work with customers in scheduling the use of the environment;
7. Minimize the number of incidents associated with any change to the live environment;
8. Maximize the availability of the test environment; and,
9. Minimize the incidents/problems/errors that are discovered found in the live environment, after release

## High Performance Computing

The NRC performs both independent and collaborative modeling to examine different approaches to the management of radioactive materials. The ultimate objective of the studies is to ensure that materials are securely managed and pose low or no risk to the population at large. High performance computing has made it possible to create simulations which mimic real-life situations without the risk of endangering anyone.

Because Federal agencies and universities are often involved in this same pursuit, the NRC shall be able to collaborate with these partners and their foreign networks. This creates risks for the primary ITI which shall be mitigated through appropriate security controls. Currently, this is being accomplished with the high performance computing zone, a virtual LAN). The Contractor shall manage the high performance computing zone and data center.

In addition, the Contractor shall:

1. Provide system administration and operational support of the high performance computing zones and data center. Due to their nature, some programs may require a longer execution time, and all system maintenance activities such as virus scanning, server backups, patches, troubleshooting, rebooting, data file backup and restoration, etc. shall follow procedures separately established specifically for each of the systems in the high performance-computing zones and data center upon request by designated NRC staff;
2. Provide assistance in the planning, development, design, and implementation of the effort to consolidate high performance computing at the agency;
3. Provide end user support by responding to requests concerning the system software, hardware, network, and information security of the high performance computing zones and data center;
4. When requested by end users, provide application software support of installation, setup, configuration and other services to coordinate with third-party vendors and providers;
5. Provide telecommunication and network support that may include, but is not limited to, performance throughput, large data file transfers, information security to protect certain proprietary data files, interfaces/access to the NRC Production Operating Environment (POE) and the Internet, etc.;
6. Provide assistance and support in the development and maintenance of all system security related documentation of the high performance computing zones and data center. This may include, but is not limited to, responding to audit, information security compliance, and other data call requests in accordance with Agency requirements; and,
7. Minimize the length and frequency of service outages.

### **Additional Requirements**

The Contractor shall provide infrastructure management, asset management, help desk, maintenance, development/integration, catalog, contingency operations, and any other additional requirements, as identified, to operate, maintain, augment, expand, and enhance the existing NRC's ITI.

The Contractor shall manage and operate the NRC ITI and ensuring that the ITI and all of its components are meeting the established Service Level Requirements (SLRs).

The Contractor shall provide systems monitoring and management from an end-user/application management perspective, systems component management perspective, and enterprise systems management perspective. The Contractor shall focus on the following characteristics:

End-User/Application Management: Active and passive monitoring of the end-user experience; End-to-end response time to users; Events correlated to User impacts; Root cause analysis/problem source.

Systems Components Management: Network state/outages; Database status and warnings; Server availability/downtime; Alarms, in-depth diagnosis.

Enterprise Systems Management: Central management console; Software updates configuration; Security management; Consolidated monitoring and alarms.

### **Backup/Recovery Services**

The Contractor shall provide backup and recovery services for all network components and systems.

The Contractor shall:

- a. Operate and maintain the backup system and perform system backups with no impact to the NRC ITI or end-user performance as based on NRC requirements for each network infrastructure component and system.
- b. Provide restoration services with no impact to the NRC ITI or end-user performance from backup copies.
- c. Provide retention of backup media and off-site storage at a remote location other than NRC headquarters.
- d. Support special requirements to provide immediate system, or file restoration as requested by designated NRC staff.
- e. Provide uninterruptible power supplies on agency-wide infrastructure components to ensure there is no disruption to network availability for the end user during an electrical power surge or outage.

### **Address/Domain Management**

The NRC requires a directory service for locating, managing, administering, and organizing common items such as network resources, folders, files, printers, users, groups, devices, telephone numbers and other objects.

The Contractor shall plan, develop, manage and improve upon an accurate, current, and automated organizational hierarchy of users, devices, domains and other resources.

In addition, the Contractor shall manage, maintain, administer, and support the NRC's Address and Domain Services to provide IP address management and domain services including but not limited to the Windows Domain and Domain Name Services (nrc.gov, usnrc.gov, nrc-gateway.gov and sub-domains).

The Contractor shall utilize the Directory to help identify users, ensure appropriate access to services, and assign policies.

In addition, the Contractor shall:

1. Provide a central directory for which access rights are granted based on roles;
2. Provide management and maintenance of user access controls for data files, directories, and volume access;
3. Manage user and group profiles to manage roles containing one to multiple users;
4. Support, revise, and implement system safeguards such as directory structures, access controls, and procedures;
5. Provide a report of the resources to which any user has access;
6. Provide a report of all users that have access to any given resource;

7. Support and manage Personal Identity Verification (PIV)-2 compatible equipment on personal computing devices;
8. Support PIV-2 logical access to NRC ITI resources;
9. Make the Directory available to any existing or future business applications that wish to use it for authentication;
10. Support the integration of the Directory with Agency applications to reduce the number of passwords users need while maintaining or improving the level of operational IT security. This would include reduced sign-on via PKI or PIV card;
11. Authenticate users to all resources under the control of the Contractor;
12. Ensure that any new applications introduced by the Contractor as part of maintaining the infrastructure use the Directory for access and authentication;
13. Provide an automated self-help password reset function based on security questions to be determined in accordance with the NRC security requirements;
14. Maximize the availability of the LDAP service;
15. Minimize the time between the request for, and delivery of, an access management request (e.g., requests to create, update, maintain, or disable accounts; requests to alter the security profile rights for control groups or distribution lists; etc.); and,
16. Efficiently perform password reset requests.

### **Internet Services**

The NRC maintains a connection to the Internet for the purpose of communicating with the licensees, National Labs and other Contractors, and making Agency information available to the public.

The Contractor shall operate, manage, maintain, administer, and support the agency's Internet Services and special multi-media access capabilities. This includes, but is not limited to, list servers, web servers, news servers, DNS servers and FTP (file transfer protocol) servers.

The Contractor shall maintain the capability for NRC staff to access internal and external multi-media resources and provide and maintain external access to NRC resources and information for the public and other interested parties while maintaining the security of the network infrastructure.

The Contractor shall operate, maintain, and manage the network infrastructure components and systems as necessary to support these functions to include load balancing and implementation/management of caching devices or other solutions, as required.

The Contractor shall operate the NRC Internet e-mail access gateway and the system which consists of Novell's GroupWise application and Simple Mail Transfer Protocol (SMTP) sendmail.

### **Web Services**

The Contractor shall manage, maintain, administer and support the NRC's Web Services. The production Internal and External Web servers shall be available to all users based on the SLRs. The NRC's web services consist of but are not limited to, the components, operating system (OS), application software, search routine, CGI scripts, compilers, programming languages, and accounts.

The Contractor shall:

- a. Manage and support the capability for increased external access and usage requirements from the public or licensees in the event of an emergency or nuclear incident.
- b. Manage the access rights, search engine, CGI scripts, hard drive capacity, backup, security, etc for the www server.
- c. Ensure that NRC approved middleware and databases operate properly within the Web environment.
- d. Manage and support a 3 tier web architecture and middleware components

## **Security Management**

### IT Security Program Management

The Contractor shall deliver and manage a wide-ranging IT security program to prevent, detect, and respond to IT security incidents.

In addition, the Contractor shall:

1. Maintain adequate physical and logical security measures for network infrastructure components, devices, systems and services in conjunction with the Office of Administration (ADM) and the Computer Security Office (CSO). The Office of Administration maintains building security at headquarters and coordinates physical security throughout the Agency. ADM maintain the policy. However, certain physical security requirements (as mandated by FISMA and NRC IT security policy) exceed building security.

The Contractor shall provide these additional security controls, but work with NRC Office of Administration. For example, certain areas maintained by the Contractor (i.e. Data Center, SLES server room) require logging of personnel as they enter and exit the space, for which the Contractor shall be responsible;

2. Provide industry best practice security architecture recommendations to the NRC Project Officer;
3. Implement, maintain, and administer appropriate security measures for all data network infrastructure components, devices, systems and services;
4. Perform account management functions for all infrastructure systems that require user accounts; Maintain a tiered account access model;
5. Perform patch management, including:
  - a. subscription to the vendor hardware/software notification sites for the latest patch notifications
  - b. consideration of the severity of the vulnerability during determination of the timeliness of applying the patch
  - c. a schedule for applying patches
  - d. testing of patches before applying to production
  - e. verification that patches were applied

Patching shall be maintained to industry standard service levels.

6. Maintain, verify and monitor baseline configuration for all components;

7. Perform vulnerability management containing regularly scheduled internal vulnerability audits and a process in place to regularly correct discovered vulnerabilities and configuration discrepancies;
8. Participate in the development of system packages used to obtain an authority to operate and assist in independent evaluation of security requirements;
9. Understand, support, and implement the IT security requirements for certification and accreditation (C&A) of Federal Government systems;
10. Ensure Contractor personnel complete initial and annual security awareness training;
11. Provide privileged users with additional security training specific to their duties;
12. Manage mitigating controls such as anti-virus, anti-malware, and anti-spam to reduce user exposure to malicious attacks. Provide anti-virus software on Agency personal computing devices and network infrastructure devices, servers, and systems to prevent data file damage and corruption; Maintain currency of virus definitions; Provide automated distribution of updated virus definitions to Agency desktop computers and infrastructure devices; Perform daily virus scans on high performance computing servers. All virus scan activities shall follow the procedures separately established specifically for each of the systems in the high performance zones and data center;
13. Gather and analyze statistical security information and provides recommendations to improve and enhance network security;
14. Perform periodic security assessment to ensure compliance with security procedures and processes and make report available to NRC IT security oversight bodies;
15. Minimize the time between the vendor release of, and installation of, service/security/antivirus/spyware patches/updates; and,
16. Minimize the time to update computers that are not in antivirus/spyware compliance.

Performance criteria for security operations, security management, and vulnerability testing by the Contractor shall be aligned with the National Institute of Standards and Technology (NIST) Special Publications (SP) found at <http://csrc.nist.gov/publications/PubsSPs.html> and NRC Management Directives, Computer Security Officer Security Policies, Procedures, Standards, and Guidance.

#### Network Security Center Management

The Contractor shall staff and operate a facility to proactively monitor, avoid, report, mitigate, and respond to IT security incidents.

In addition, the Contractor shall:

1. Manage, maintain, administer and support the NRC Internet firewall as a system including a set of router filters that provide the first line of defense from the Internet;
2. Manage, maintain and administer other security systems, including log management, proxy, vulnerability scanning, traffic analysis devices to provide reporting, analysis and alerting of emerging security issues, as well as the ability to implement mitigating controls;
3. Provide, manage, maintain, and operate an automated tool to audit NRC ITI system logs; evaluate and report on security events monitored in those logs as determined by NRC policy and IT security oversight bodies;
4. Manage, maintain, and operate an automated tool to monitor changes to system baseline configuration settings and report on events as determined by NRC policy and IT security oversight bodies;

5. Provide notification of IT security incidents to the NRC and assist the NRC in all activities related to those incidents;
6. Operate and manage the demilitarized zone (DMZ), an essential part of the NRC firewall design, to provide the isolation of foreign networks that are interconnected with the NRC from the internal NRC network;
7. Develop and upgrade infrastructure security procedures (router passwords, filters, configurations, etc.) as necessary, in coordination with the operational support group in accordance with security policies;
8. When security incidents occur, provide information on the likely risk, severity, and impact (i.e. which systems or applications effected, which users effected, etc.) of each security incident; and,
9. Maximize the value of the information provided by the Contractor to the NRC by correlating related incidents

### IT Security Monitoring

Review and evaluate logs, events, and specialized tools to identify significant security incidents and develop and implement appropriate responses to those security incidents.

In addition, the Contractor shall:

1. Develop and maintain auditing systems and take the necessary actions to prevent and stop unauthorized access and/or suspicious activity;
2. Perform verification of perimeter router policies; configure firewall or network sensor to alert for unauthorized access attempts and privilege escalation; and perform routine review of Host Intrusion Detection system (HIDs), Network Intrusion Detection systems (NIDs), and firewall rules for accuracy, efficiency and their ability to withstand new attacks;
3. Maintain systems that automatically examine network access logs for signs of unauthorized access, intrusion or suspicious activities;
4. Log all access attempts by NRC users, Contractor users, and administrators;
5. Share all relevant threats, vulnerabilities, or incidents immediately with designated NRC personnel;
6. Provide the Government access to security-related audit trails/logs;
7. Spot trends, identify problem areas, and ensure that policies and administrative actions are handled in a consistent manner;
8. Provide reports such as system audit logs, password control lists, user access logs and reports, reports on periodic security audits, and reports on unauthorized access attempts;
9. Routinely check that no new ports, protocols, or services are activated without approval by a configuration management board
10. Develop and maintain strong two-factor authentication for management and administrator access of NRC systems. Least privilege for these accounts are to be provided such that these individuals have a user and a management / administrative account with the higher privileged account used only for management and or administrative functions with all privileged access logged and reviewed by the NRC security officials and make these reports available when requested by the NRC;
11. Identify and prevent any non-ITI devices (including computers, USB drive, peripherals, etc.) attempting to attach to the ITI;



12. Minimize the time to escalate and investigate security incidents once identified; and
13. Ensure the Contractor's compliance with the NRC formal change and configuration management processes; the Contractor shall not make changes without using this process.

#### Security Compliance Planning and Management

The Contractor shall insert terms that conform substantially to the language of the IT security requirements, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract.

For unclassified information used for the effort, the Contractor shall provide an information security categorization document indicating the sensitivity of the information processed as part of this contract if the information security categorization was not provided in the statement of work. The determination shall be made using NIST SP 800-60 and shall be approved by CSO. The NRC contracting officer and project officer shall be notified immediately if the Contractor begins to process information at a higher sensitivity level.

If the effort includes use or processing of classified information, the NRC contracting officer and project officer shall be notified immediately if the Contractor begins to process information at a more restrictive classification level.

All work under this contract shall comply with the latest version of all applicable guidance and standards. Individual task orders will reference applicable versions of standards or exceptions as necessary. These standards include, but are not limited to, NRC Management Directive 12.5 Automated Information Security Program, and National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, policy, directives, instructions, and guidance. This information is available at the following links:

NRC Policies, Procedures and Standards (CSO internal website):

<http://www.internal.nrc.gov/CSO/policies.html>

All NRC Management Directives (public website):

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

NIST SP and FIPS documentation is located at:

<http://csrc.nist.gov/>

CNSS documents are located at:

<http://www.cnss.gov/>

When e-mail is used, the Contractor shall only use NRC provided e-mail accounts to send and receive sensitive information (information that is not releasable to the public) or mechanisms to protect the information during transmission to NRC that have been approved by CSO.

All Contractor personnel shall sign the NRC Agency Rules of Behavior for Secure Computer Use prior to being granted access to NRC computing resources.

The Contractor shall adhere to NRC policies, including but not limited to:

- Management Directive 12.5, Automated Information Security Program
- Computer Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
- Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information

- Computer Security Information Protection Policy
- Remote Access Policy
- Use of Commercial Wireless Devices, Services and Technologies Policy
- Laptop Security Policy
- Computer Security Incident Response Policy

The Contractor shall adhere to NRC's prohibition of use of personal devices to process and store NRC sensitive information.

All work performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the sensitivity level of the information being processed.

The Contractor shall ensure that the NRC data processed during the performance of this contract shall be purged from all data storage components of the Contractor's computer facility, and the Contractor will retain no NRC data within 30 calendar days after contract is completion. Until all data is purged, the Contractor shall ensure that any NRC data remaining in any storage component will be protected to prevent unauthorized disclosure.

When Contractor personnel no longer require access to an NRC system, the Contractor shall notify the project officer within 24 hours.

Upon contract completion, the Contractor shall provide a status list of all NRC system users and shall note if any users still require access to the system to perform work if a follow-on contract or task order has been approved by NRC.

The Contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any security controls or countermeasures either designed or developed by the Contractor under this contract or otherwise provided by the NRC.

Any IT system used to process NRC sensitive information shall:

- Include a mechanism to require users to uniquely identify themselves to the system before beginning to perform any other actions that the system is expected to provide.
- Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords)
- Protect authentication data so that it cannot be accessed by any unauthorized user
- Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user
- Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately

Any Contractor system being used to process NRC data shall be able to define and enforce access privileges for individual users. The discretionary access controls mechanisms shall be configurable to protect objects (e.g., files, folders) from unauthorized access.

Any Contractor system being used to process NRC data shall provide only essential capabilities and specifically prohibit and/or restrict the use of specified functions, ports, protocols, and/or services.

The Contractor shall only use NRC approved methods to send and receive information considered sensitive or classified. Specifically,

- **Classified Information** - All NRC Classified data being transmitted over a network shall use NSA approved encryption and adhere to guidance in MD 12.2 NRC Classified Information Security Program, MD 12.5 NRC Automated Information Security Program and Committee on National Security Systems. Classified processing shall be only within facilities, computers, and spaces that have been specifically approved for classified processing.

The most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks shall be enforced by the system through assigned access authorizations.

Separation of duties for Contractor systems used to process NRC information shall be enforced by the system through assigned access authorizations.

The mechanisms within the Contractor system or application that enforces access control and other security features shall be continuously protected against tampering and/or unauthorized changes.

The Contractor shall not hardcode any passwords into the software unless the password only appears on the server side (e.g. using server-side technology such as ASP, PHP, or JSP).

The Contractor shall ensure that the software does not contain undocumented functions and undocumented methods for gaining access to the software or to the computer system on which it is installed. This includes, but is not limited to, master access keys, back doors, or trapdoors. All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

All media used by the Contractor to store or process NRC information shall be controlled in accordance to the sensitivity level.

The Contractor shall not perform sanitization or destruction of media approved for processing NRC information designated as Classified. The Contractor shall provide the media to NRC for destruction.

The Contractor shall adhere to NRC patch management processes for all systems used to process NRC information. Patch Management reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

For any Contractor system used to process NRC information, the Contractor shall ensure that information loaded into the system is scanned for viruses prior to posting; servers are scanned for viruses, adware, and spyware on a regular basis; and virus signatures are updated at the following frequency:

- 1 calendar day for a high sensitivity system
- 3 calendar days for a moderate sensitivity system
- 7 calendar days for a low sensitivity system

All system modifications to classified systems shall comply with NRC security policies and procedures for classified systems, as well as federal laws, guidance, and standards to ensure Federal Information Security Management Act (FISMA) compliance.

The Contractor shall correct errors in Contractor developed software and applicable documentation that are not commercial off-the-shelf which are discovered by the NRC or the Contractor. Inability of the parties to determine the cause of software errors shall be resolved in accordance with the Disputes clause in Section C.1, Paragraph (d) FAR 52.233-1 of the contract.

The Contractor shall adhere to the guidance outlined in NIST SP 800-53, FIPS 200 and NRC guidance for the identification and documentation of minimum security controls.

The Contractor shall provide the system requirements traceability matrix at the end of the initiation phase, development/acquisition phase, implementation/assessment phase, operation & maintenance phase and disposal phase that provides the security requirements in a separate section so that they can be traced through the development life cycle. The Contractor shall also provide the software and hardware designs and test plan documentation, and source code upon request to the NRC for review.

All development and testing of the systems shall be protected at their assigned system sensitivity level and shall be performed on a network separate and isolated from the NRC operational network.

All system computers shall be properly configured and hardened according to NRC policies, guidance, and standards and comply with all NRC security policies and procedures as commensurate with the system security categorization.

All Contractor provided deliverables identified in the project plan will be subject to the review and approval of the NRC Project Officer. The Contractor shall make necessary modifications to project deliverables to resolve any identified issues. Project deliverables include but are not limited to: requirements, architectures, design documents, test plans, and test reports.

Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 and shall be operated in FIPS mode. The Contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.

The Contractor shall ensure that the system will be divided into configuration items (CIs). CIs are parts of a system that can be individually managed and versioned. The system shall be managed at the CI level.

The Information System Security Officer's (ISSO's) role in the change management process shall be described. The ISSO is responsible for the security posture of the system. Any changes to the system security posture shall be approved by the ISSO. The Contractor should not have the ability to make changes to the system's security posture without the appropriate involvement and approval of the ISSO.

The Contractor shall track and record information specific to proposed and approved changes that minimally include:

- Identified configuration change
- Testing of the configuration change
- Scheduled implementation the configuration change
- Track system impact of the configuration change
- Track the implementation of the configuration change
- Recording & reporting of configuration change to the appropriate party
- Back out/Fall back plan
- Weekly Change Reports and meeting minutes
- Emergency change procedures
- List of team members from key functional areas

The Contractor shall provide a list of software and hardware changes in advance of placing them into operation within the following timeframes:

- 30 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 10 calendar days for a low sensitivity system

The Contractor shall maintain all system documentation that is current to within:

- 10 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

Modified code, tests performed and test results, issue resolution documentation, and updated system documentation shall be deliverables on the contract.

Any proposed changes to the system shall have written approval from the NRC project officer.

The Contractor shall maintain a list of hardware, firmware and software changes that is current to within:

- 15 calendar days for a classified, SGI or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The Contractor shall analyze proposed hardware and software configurations and modification as well as addressed security vulnerabilities in advance of NRC accepted operational deployment dates.

The Contractor shall provide the above analysis with the proposed hardware and software for NRC testing in advance of NRC accepted operational deployment dates within:

- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The Contractor shall ensure that all hardware and software meet security requirements prior to being placed into the NRC production environment.

The Contractor shall ensure that the development environment is separated from the operational environment using NRC CSO approved controls.

The Contractor shall only use licensed software and in-house developed authorized software (including NRC and Contractor developed) on the system and for processing NRC information. Public domain, shareware, or freeware shall only be installed after prior written approval is obtained from the NRC Chief Information Security Officer (CISO).

The Contractor shall provide proof of valid software licensing upon request of the Contracting Officer, or the NRC Project Officer.

The Contractor shall ensure that its personnel, in performance of the contract, receive Information Technology (IT) security training in their role at the Contractor's expense. The Contractor shall provide the NRC written certification that training is complete, along with the title of the course and dates of training as a prerequisite to start of work on the contract.

The Contractor shall ensure that required refresher training is accomplished in accordance with the required frequency specifically associated with the IT security role.

The Contractor shall ensure that its personnel that have significant IT responsibilities (e.g. IT administrators, developers, project leads) receive in-depth IT security training in their area of responsibility. This training is at the contractor's expense.

The system shall be able to create, maintain and protect from modification or unauthorized access or destruction an audit trail of accesses to the objects it protects. The audit data shall be protected so that read access to it is limited to those who are authorized.

The system shall be able to record the following types of events: use of identification and authentication mechanisms, introduction of objects into a user's address space (e.g., file open, program initiation), deletion of objects, and actions taken by computer operators and system administrators or system security officers and other security relevant events. The system shall be able to audit any override of security controls.

The Contractor shall ensure auditing is implemented on the following:

- Operating System
- Application
- Web Server
- Web Services
- Network Devices
- Database
- Wireless

The Contractor shall perform audit log reviews daily using automated analysis tools.

The Contractor shall log at least the following events on systems that process NRC information:

- a. Audit all failures
- b. Successful logon attempt
- c. Failure of logon attempt
- d. Permission Changes
- e. Unsuccessful File Access
- f. Creating users & objects
- g. Deletion & modification of system files
- h. Registry Key/Kernel changes
- i. Startup & shutdown
- j. Authentication
- k. Authorization/permission granting
- l. Actions by trusted users
- m. Process invocation
- n. Controlled access to data by individually authenticated user
- o. Unsuccessful data access attempt

- p. Data deletion
- q. Data transfer
- r. Application configuration change
- s. Application of confidentiality or integrity labels to data
- t. Override or modification of data labels or markings
- u. Output to removable media
- v. Output to a printer

The Contractor shall ensure that backup media is created, encrypted (in accordance with information sensitivity) and verified to ensure that data can be retrieved and is restorable to NRC systems based on information sensitivity levels. Backups shall be executed to create readable media to which allows successful file/data restoration at the following frequencies:

- At least every 1 calendar day for a high sensitivity system
- At least every 1 calendar day for a moderate sensitivity system
- At least every 7 calendar days for a low sensitivity system

The Contractor shall perimeter protection mechanisms, such as firewalls and routers, to deny all communications unless explicitly allowed by exception.

The Contractor shall deploy and monitor intrusion detection capability and have an always deployed and actively engaged security monitoring capability in place for systems placed in operation for the NRC. Intrusion detection and monitoring reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

The Contractor shall work with the NRC Project Officer in performing Risk Assessment activities according to NRC policy, standards, and guidance. The Contractor shall perform Risk Assessment activities that include analyzing how the architecture implements the NRC documented security policy for the system, assessing how management, operational, and technical security control features are planned or implemented and how the system interconnects to other systems or networks while maintaining security.

The Contractor shall develop the system security plan (SSP) according to NRC policy, standards, and guidance to define the implementation of IT security controls necessary to meet both the functional assurance and security requirements. The Contractor shall ensure that all controls required to be implemented are documented in the SSP.

The Contractor shall follow NRC policy, standards, and guidance for execution of the test procedures. These procedures shall be supplemented and augmented by tailored test procedures based on the control objective as it applies to NRC. The Contractor shall include verification and validation to ensure that appropriate corrective action was taken on identified security weaknesses.

The Contractor shall perform ST&E activities, including but not limited to, coordinating the ST&E and developing the Security Test and Evaluation (ST&E) Plan, execution ST&E test cases and documentation of test results.

The Contractor shall prepare the Plan of Action and Milestones (POA&M) based on the ST&E results.

The Contractor shall provide a determination, in a written form agreed to by the NRC project officer and Computer Security Office, on whether the implemented corrective action was adequate to resolve the identified information security weaknesses and provide the reasons for any exceptions or risk-based decisions. The Contractor shall document any vulnerabilities indicating which portions of the security control have not been implemented or applied.

The contractor shall develop and implement solutions that provide a means of planning and monitoring corrective actions; define roles and responsibilities for risk mitigation; assist in identifying security funding requirements; track and prioritize resources; and inform decision-makers of progress of open POA&M items.

The contractor shall perform verification of IT security weaknesses to ensure that all weaknesses identified through third party (e.g., OIG) audits are included in the POA&Ms that the quarterly reporting to OMB is accurate, and the reasons for any exceptions or risk-based decisions are reasonable and clearly documented. This verification process will be done in conjunction with the continuous monitoring activities.

The contractor shall create, update maintain all Certification and Accreditation (C&A) documentation in accordance with the following NRC Certification and Accreditation procedures and guidance:

- C&A Non-SGI Unclassified Systems
- C&A SGI Unclassified Systems
- C&A Classified Systems

The contractor shall develop a contingency plan and ensure annual contingency testing is completed within one year of previous test and provide an updated security plan and test report according to NRC's policy and procedure.

The contractor shall conduct annual security control testing according to NRC's policy and procedure and update POA&M, SSP, etc. to reflect any findings or changes to management, operational and technical controls.

### **Asset Management**

The contractor shall provide hardware/software, refresh, accountability, and disposition for the NRC's ITI to include the Consolidated Test Facility. In addition, the contractor shall perform baseline management of the NRC's ITI, inventory management, change control, and release management to effectively manage and control changes to the NRC's ITI. Assets to be managed include contractor, government, and personal equipment and software.

### **Accountability**

The contractor shall employ automated tools to track the installation, location, related license, warranty, maintenance and service records for all hardware and software provided under this contract and hardware connected to it, including NRC-owned and personally-owned hardware and software. Periodic reports of hardware and software, by location, office/organization, floor, etc., identifying tag number, as well as the generation of various reports, maps and diagrams depicting the NRC infrastructure shall be provided.



The contractor shall:

- Provide property management of ITI assets that remain NRC-owned. The contractor's asset management processes and software shall be used to account for NRC-owned equipment.
- Follow Government and NRC property management regulations reporting requirements.
- Support the bi-annual inventory of NRC owned IT equipment.
- Tag all hardware provided under this contract with a distinguishing tag (contractor, government or otherwise).

### **Disposition**

The contractor shall:

- Fully prepare machines for disposal, including collecting, data wiping, and itemizing contractor provided and NRC owned IT hardware and software that has been removed, due to obsolescence, refreshment, or replacement, in preparation for disposal or reissue. All data wiping shall be done on NRC premises.
- Prepare necessary NRC documentation for disposition of hardware/software, as directed by the NRC PO. Government-owned hardware/software shall be disposed of only by government employees.

### **Configuration Management (CM)**

The contractor shall:

- Develop, implement and maintain a process to manage the configuration of all components within the NRC ITI. The process development should adhere to industry standard Configuration Management policies and shall include at a minimum a set of procedures to effectively manage changes, control inventory, and maintain hardware and software baselines.
- Integrate existing NRC configuration management systems data into the process for historical reporting purposes. The process development shall abide by and incorporate any Development Process Model requirements and life cycle management methodology utilized at the NRC that impact configuration information.
- Provide guidance to other NRC offices that will integrate with the Configuration Management process.
- Control all changes and additions to the operational ITI through a disciplined CM process.
- Ensure that all changes to the operational ITI have been properly coordinated, documented, and tested through the Consolidated Test Facility.
- Brief the PO and the Operations Configuration Control Board which is the final approval point for deployment of all changes to the NRC's ITI.

### **Baseline Management**

The contractor shall establish and document a baseline configuration for all components of the NRC ITI and develop methods to identify and verify the desired configuration for optimal performance. Configuration Baseline information shall be maintained in a database that provides various query functions and reports that are accessible to the client as needed.

Baseline management shall include providing specific baseline information for research and development efforts, as well as assisting other NRC departments impacted by changes to the baseline through testing and analysis in the Consolidated Test Facility. Once the baseline is established, the contractor shall enforce policies to maintain the hardware and software baseline.

#### Operations Configuration Control Board (Ops CCB)

The contractor shall submit all proposed requests for ITI enhancements or modifications to the Ops CCB for approval prior to implementation. The Ops CCB meets weekly to discuss and approve/disapprove change requests that are submitted in the form of Technical Change Request (TCR) forms. The Ops CCB complements other controls by providing the final review of a project via technical change requests and ensuring all elements have been coordinated, tested, and prepared prior to deployment/implementation.

#### Environmental Configuration Control Board (ECCB)

The contractor shall develop and provide support documentation to the NRC for new and enhanced ITI features, including both IT infrastructure and applications. The NRC will use this to submit requests through the ECCB which has overall responsibility for evaluating and approving or rejecting) change requests.

#### Release Management

The actual deployment of all changes shall be done through a planned, coordinated process. The contractor shall conform to the NRC's release management process consisting of standard release dates so all changes occur at a set predetermined time. All infrastructure and application changes shall be implemented through this type of process. Any Development Process Model requirements and life cycle management methodology utilized at the NRC shall be incorporated in the approach. The goals are to limit the number of changes to the infrastructure, confirm all changes are tested and verified before deployment, confirm the support to implement and maintain the change is adequate, and communication and notification of all involved has been initiated. The process shall also include a documented schedule of all changes, depicting proposed releases for a 12 month cycle, published and updated on a monthly cycle, or as directed by the NRC Project Officer. Emergency releases or application updates may be required on an infrequent basis and will be directed by the NRC PO.

#### Help Desk

In compliance with the service level requirements in this contract, the contractor shall provide a single, integrated help desk for all NRC ITI Information Technology service requests. The contractor is expected to handle all calls placed to the integrated help desk and refer service requests to the appropriate provider. These shall include but not be limited to: telecommunications, applications support, and all NRC ITI IT service requests. The goal of this Help Desk is to provide a support solution that provides the highest quality customer service at the best value to the government. The help desk shall be the central management point for all service requests for the ITI environment. As the central management point, the help desk shall accept all trouble calls, but will relay non-Seat Management ITI service requests to the appropriate service provider. The Help desk shall receive calls, and resolve requests from NRC staff, NRC contractor end-users in the Headquarters' Offices, Regions, RISE sites, remote users, and telecommuters. The contractor shall utilize industry best practices, and corporate knowledge to satisfy and meet the NRC Service Level Requirements, (SLRs).

The contractor shall:

- a. Delineate and manage the customer needs and expectations
- b. Identify key drivers of satisfaction and take proactive steps to assure quality support
- c. Benchmark performance in comparison with industry help desk standards, to assure compliance with the highest standards, in order to sustain a high degree of customer satisfaction
- d. Provide a systematic approach for management oversight and a reporting process to keep NRC management informed of current, and future help desk activities. The report format should underscore problem analysis, and provide insightful trending to NRC management,

- e. Set and maintain targets for constant quality improvement
- f. Requests for reported problems should be prioritized by the Help Desk Staff according to severity.
- g. Close Service Requests only upon Help Desk Staff confirmation that the problem has been resolved to the satisfaction of the customer.

The contractor shall make available several options for the Customer to submit requests to the Help Desk, such as E-mail, web request, voice mail, and a toll-free telephone number for all telephone service requests.

The contractor shall provide help desk support for a broad range of services. Some examples of the types of support requests the help desk will receive are:

- a. Provide answers to questions on how to perform a function or feature using an application, how to use network features, or how to execute basic desktop applications
- b. Provide direction and resolution to problems on the acquisition, scheduling, additions, changes and upgrades to ITI hardware or software, and accessing outdated equipment
- c. Service for troubleshooting problems associated with hardware/software failures, disk drive space issues, drive mappings, remote access failures, telecommunication requests or problems, virus detection and removal on the desktop, operating system or application error messages, printing failures, user passwords and log-in failures.
- d. Service requests for moving ITI hardware or software, or telephone move requests e. Status requests for ongoing support requests, and to accept and resolve special service requests such as VIP support requests
- e. Desk side support

### **Customer Satisfaction Surveys**

The contractor shall conduct Customer Surveys designed to provide realistic, accurate, and responsive information concerning the end-users perceived satisfaction with equipment, support, and service being provided. The surveys should be user friendly and provide for customer comments (optional comment box).

The contractor shall also conduct an individual Customer Survey immediately following the completion of a VIP service request and weekly following the completion of regular service requests. The purpose of these surveys is to provide immediate information that can be used to implement remedial action as required. The results of the individual Customer Surveys shall be reported in weekly management reports and shall be included in the calculations for overall Customer Satisfaction SLRs.

Survey results shall be compiled in a report to produce an accurate and clear picture of the overall customer satisfaction.

### **Office-Specific Support (and non-Seat support equipment)**

The contractor shall provide office-specific support requests at the direction of the NRC POC. These requests may include services for hardware and software that are not included in the standard infrastructure environment. Some examples of the non-standard software and software are: support for personally owned mobile devices, non-standard communication software, video streaming software, unique, specialized printing software, personal computers, web downloads, office-specific high-performance workstation support, and support for all IT equipment provided to NRC's staff covered by the Americans with Disabilities Act. Requests received by the Help Desk for service not covered as a part of the Seat Management Contract shall be relayed, and coordinated with the appropriate service provider. The contractor is responsible for follow up and completion of these

requests with service providers, in those instances when completion of the service may result in the Seat contractor's failure to meet the SLRs.

### **VIP Support**

In addition to the standard support, the contractor shall provide premium, highly specialized support for the high-visibility, VIP staff as identified by name and office location in a listing provided by NRC.

VIP Support includes specialized, responsive support for all VIP requests, and innovative techniques for resolutions. VIP support requests may include special assistance in printing, requests to prepare laptop computers for foreign travel, one-on-one instructions on the use of hardware/software and network features, and emergency, last minute, support requests. In some instances, support for VIP staff may involve travel to sites other than the NRC Headquarters offices on a case-by-case basis. The VIP staff shall have access to a unique telephone number in order to obtain immediate response.

The contractor shall take measures to be pro-active in identifying special support services for the VIP staff, and assure that service is of the highest caliber, and quality.

### **Service Request Tracking System**

The contractor shall utilize an automated Service Request Tracking System. The contractor shall ensure that all records applicable to NRC are accessible to the NRC staff, contractors or staff designated by NRC, for use at all times for the purpose of reviewing, tracking, updating, and reporting all service requests under this contract. The tracking system information shall be accurately entered to reflect the activities and details of the service provided, should be clear, and provide a true reflection of the service provided, and the current status at all times until the service request is closed. The contractor shall provide custom reports when requested by the NRC PO using information from the Tracking System.

Documentation for maintenance services shall be accurately entered to reflect the activities, and details of the service provided, and shall have current status

The contractor shall be responsible for maintaining, backing-up, monitoring, and providing reports on all NRC data from the current and prior tracking system(s). Upon completion of this Task Order, the contractor shall provide NRC all relevant help desk data. Activities associated with this tracking system, and the plan for transition after Task Order completion shall be part of the proposed Concept of Operations.

The contractor, the NRC PO, as well as the NRC end-users shall have web access to the status of service requests available at all times. Help Desk tickets should be available in a read-only mode for all NRC employees and all NRC contractors through standard web servers. Update, forwarding, editing and closing capabilities should be available for use by the ADAMS support personnel, the regions and the NRC Telecommunications Support Center. The ticket shall contain at a minimum: Name and LAN ID of caller, name of affected user, Office designation, location, (by building and workstation), phone number, bar code, (if applicable), make/model of equipment, date and time of request, type of service requested, date/time of response, date/time of resolution, description of problem, and resolution, parts replaced, serial number of part replaced, ID of Technical support who provided services. If the problem/service is not resolved, contractor shall document what steps will be taken to resolve the problem or close the request. Service requests should be closed only upon customer confirmation that the problem has been resolved to their satisfaction.

The contractor shall recommend, and provide reports based on industry best practices in Help Desk management. Some examples of Help Desk oversight reports are listed below.

Statistical Performance Metrics: Reports shall be compiled using industry standard benchmarks. These reports shall show in numerical and graphical format whether or not the SLRs are being met,

including number of calls closed on initial contact, average speed of answer, the abandon rate, the number of events reopened, and the number of calls handed off to a second tier.

**NRC Specific:** In order to provide insight into possible failures or successes in communication, infrastructure stability, training or marketing, the contractor shall provide detailed "customer" reports by office, location, end user, or as requested by NRC Project Officer. These reports shall be based on data compiled from the Service Request Tracking System.

**Management Status Reports:** The contractor shall develop and present to NRC management, technical and managerial oversight status reports. These reports shall be reviewed by the contractor and the NRC Project Officer at operational meetings. At a minimum these will include the daily, weekly, monthly, and quarterly operational meetings. The purpose of the review is to determine whether SLRs and quality customer care goals are being accomplished. The contractor shall take corrective measures if appropriate.

### **Agency wide Infrastructure/HQ Support**

For agency wide infrastructure and HQ local support, the contractor shall provide the following services:

#### **Hardware/Software**

The Help Desk shall respond to, and manage to resolution, service requests and questions for all ITI IT hardware and software. The Help Desk staff will be required to generate tickets, provide service and resolve (or hand-off as appropriate), all requests for ITI software/hardware, move/add/change services, as well as configuration conflicts or trouble tickets reported for hardware/software failures. The contractor should provide guidance on how to procure HW/SW, and to answer queries on the status of all catalog service request.

#### **Agency-wide Applications**

The Help Desk shall respond to service requests and questions from novice and power users, and provides guidance and instruction during phone requests to the end user in the use and functionality of all ITI software and hardware.

#### **The contractor shall**

- Staff for a high level of competency to respond to questions, regardless of complexity, on how to use a function or feature on the standard desktop applications.
- Isolate and resolve problems using industry best practices and manufacturer recommended methodology, to insure that solutions are stable and lasting.
- Prior to upgrades to the ITI, ensure that the help desk staff has a familiarity and the enhanced skills to understand and resolve complex and/or complicated application features on the initial call.
- Make the Customer's desktop settings, data integrity, and the requirement for quality customer care a top priority. The customer should not experience discernable changes in the desktop features following the correction of failures.
- Make every effort to minimize the impact to users during the installation or de-installation of software and maintain desktop settings and customization as much as possible. No additional problems should result after completion of application support services.
- Provide technical support for all Agency-wide upgrades to the desktop to ensure that the upgrade does not cause disruption to the customer's ability to use the computer.
- Resolve the problem on the first call where possible, or dispatch staff to the ITI to correct the problem as necessary.

### Application Conflicts

Recurring, persistent, wide-spread application problems shall be brought to the attention of NRC PO in a clear, detailed, and graphical report in each instance they occur. This report shall be compiled, and trended in order to identify any relevant technical failures, conflicts, or difficulties, and to recommend solutions to any problems identified. This report shall be compiled based on an in-depth analysis of the severity of the problem, and the impact to the NRC end-users. The report shall be provided at the instant the problem is known, and the solution shall be immediate and cause no further disruption to the agency-wide desktop configurations.

### Program Office Custom Applications

The contractor Help Desk staff shall provide basic, first level response, ticket tracking, troubleshooting, and resolution for service requests for NRC Program Office unique applications, including ADAMS. NRC will provide the contractor with a listing of all program office specific applications, and the supporting documentation. The contractor shall for example, have the capability to resolve problems using the application on the initial call such as printing from within the application. Some issues in using the application or entering unique data or using the functions of the application may be in some instances handed off to the program office points of contact, where appropriate. The contractor is expected to work closely with the NRC POC to develop call scripts for initial problem evaluation, and to facilitate the hand off of problems. The contractor shall notify NRC staff with recommendations for permanent resolutions to Program Office applications causing documented, repeatable anomalies. This notification should occur at each instance when the degradations adversely impact the ITI, and potentially impact the contractor's ability to meet the SLRs.

The contractor shall provide support for all Agency-wide scheduled upgrades to the ITI to ensure that the upgrade does not impair the functionality of the Program Office applications.

### Interface with Existing NRC Help Desks

In those instances where the application support resides with a separate NRC Help Desk, such as ADAMS, the contractor is responsible for Tier I problem analysis, isolating the problem, and providing a solution. The contractor will provide initial problem analysis, and resolution, for all agency-wide applications pertaining to printing, scanning, LAN failure, or other reported problems under the control of this contract. When appropriate the contractor will forward application problems to the designated help desk, based on guidelines provided by the NRC. The contractor shall work closely with the NRC and contractor staff where appropriate to develop call scripts for initial problem evaluation, and to facilitate the hand off of problems.

### Public WEB Support

The contractor shall respond to all requests for service pertaining to accessing the NRC Public Web site. Requests for these services will be submitted to the contractor by the NRC Public Document Room (PDR) staff, on behalf of the general public. Communication and the resolution to the problem may involve direct contact between the contractor and the general public. Due to the complexity of the problems associated with Public Web support, and the inability to visit the- public LAN environment, the resolution time may be extended at the discretion of the NRC Project Officer for the Help Desk portion of this contract. Problems associated with the public access to the NRC Web site may involve connectivity failures that are specific to each unique public web site. These problems may require a combination of advanced technical network engineering solutions, and interpersonal customer relationship skills in order to manage the public's expectations.

### Regional/Local Infrastructure Support

Regional office and local infrastructure support will be provided.

**Transition**

The NRC will, at all times, retain the ownership of any data provided by the Government to the contractor during the period of performance of the contract. At the expiration of the contract and at any point during the contract, the contractor shall provide the NRC with all data in an easily portable format that maintains any relational information.

**Transfer of End User Assets to a Successor contractor or the Government**

The Contractor will propose an asset transfer plan to be enacted at the end of the contract. The Contractor's proposed Transition-out Asset Transfer approach shall specify the transfer of assets to the successor Contractor using a comparable wholesale market value basis upon termination or expiration of the Contract and transfer of leases on leased equipment. The plan will state that the successor Contractor will have the option to select assets owned by the incumbent Contractor for transfer.

Upon expiration of the contract, the Contractor shall negotiate transfer of ownership of all installed hardware, software, maintenance agreements, operational data (including CMDB data, incident data, and known error/knowledge data), and associated documentation with the successor Contractor. This transfer shall be accomplished in accordance with terms and conditions mutually agreed to upon award, and utilizing an independent third party valuation. In no case shall the asset transfer cost exceed the current wholesale market value of the installed assets as established by an independent third party.

All equipment which is being leased by the incumbent Contractor at the time of award shall be transferred to the successor Contractor. The incumbent Contractor will only enter into new leases with the approval of the Government. All assets owned by incumbent Contractor that are not selected for transfer will be the responsibility of the incumbent Contractor. Under no circumstances will the NRC or the successor Contractor be liable for disposal of assets.

**Service Level Requirements (SLRs)**

The following table defines the SLRs for measuring performance against this contract.

SLR	Service Area	Service Level
1	Desktop/HD	Responses* to non-telephonic VIP requests submitted during core business hours are provided within 15 minutes of receipt of request. (*Response can be telephonic, email, or in person.)
2	Desktop/HD	Responses* to non-telephonic other (than VIP) user requests submitted during core business hours are provided within 30 minutes of receipt of request. (*Response can be telephonic, email, or in person.)
3	Desktop/HD	90% of service requests (tickets) are resolved on first call or routed to correct service queue.
4	Desktop/HD	Add/change/disable network account requests are completed, on average, within 4 business hours of request.
5	Desktop/HD	Security profile maintenance (e.g. change directory rights) requests are resolved, on average, within 4 business hours.
6	Desktop/HD	VIP network file restore requests (for files located on-site) are completed, on average, within 2 business hours.
7	Desktop/HD NOC	End-user (other than VIP) network file restore requests (for files located on-site) are completed, on average, within 4 business hours.

8	Desktop/HD	95% of all moves are completed on the agreed upon date and at the time scheduled.
9	Desktop/HD	All VIP hardware/software installations are completed within 12 business hours of the request.
10	Desktop/HD	Single-user hardware/software installations for other than VIP users are completed within 3 workdays of a properly submitted request.
11	Desktop/HD	A person answers 95% of all telephone calls, in 30 seconds or less.
12	Desktop/ Maintenance	Hardware/software problems for VIP users are resolved, on average, within 2 hours during primary support period hours. Laptops are excluded unless the laptop is a user's primary PC and used in conjunction with a docking station at the user's desk at the NRC.
13	Desktop/ Maintenance	Hardware/software problems for other than VIP users are resolved, on average, within 4 hours during primary support period hours. Laptops are excluded unless the laptop is a user's primary PC and used in conjunction with a docking station at the user's desk at the NRC.
14	Printer/ Maintenance	All hardware problems for HP 8150 printers are resolved within 4 business hours.
15	IMAC	The hardware-tracking database is updated as ticketed work occurs to reflect the correct location and status (active/disposed/etc.) of equipment. No more than one business day shall elapse from the time service is performed on equipment until the database is updated.
16	Overall Customer Satisfaction	Customer support survey (reported monthly) distributed to all NRC HQ staff upon close of a ticket - - - 90% of returned surveys have a rating of 4.5 or above (with 5 being the highest possible survey rating) for the overall satisfaction rating.
17	Overall Reporting	Reports are provided by agreed upon delivery date 95% of the time.
18	D&I Timeliness	95% of D&I projects meet the schedule as defined in the base-lined D&I project schedule.
19	D&I CTF	90% of CTF monthly service and project survey responses shall have #3 or above.
20	D&I Quality	95% of D&I projects meet quality requirements specified in the acceptance criteria defined in project plans.
21	Network Availability	Network communications services (LAN/WAN) are available 99.6% of the time during primary support period. Criteria: Identify all network communications devices (hubs, routers, switches) that support LAN/WAN connectivity. Monitor device status (up/down and appropriate services). Report device and service availability status.
22	E-Mail Availability	E-mail services are available 99.6% of the time during primary support period. Criteria: · Identify all devices that support agency e-mail services (e-mail servers, domain servers, routers, switches). · Monitor device status (up/down and appropriate services). · Report device and service availability status.
23	Server Availability (File and Print and Application)	File and Print and Application services are available 99.6% of the time during primary support period. Identify all devices that support agency File and Print and Application services (file and print, application and domain servers, routers, switches). · Monitor device status (up/down and appropriate



		services). · Report device and service availability status.
24	Internet Availability	Agency Internet services are available 99.6% of the time during primary support period. Identify all devices that support agency Internet services (routers, switches, proxy server, igate, cache flow, DNS, DHCP). · Monitor device status (up/down and appropriate services). · Report device and service availability status.
25	Remote Access Server	Remote access services are available 99.6% of the time during primary support period. Identify all devices that support remote-access services (routers, switches, servers (CITRIX, ERPCD, VPN, 5399s). · Monitor device status (up/down and appropriate services). · Report device and service availability status.
26	System Backup and Recovery	System backups are performed on schedule, 100% of the time. System backups are performed based on the agreed upon schedule for all devices. · System backup includes operating environment and data. · Excludes the high-computing environment servers with hardware maintenance issues not supported by the vendor.
27	E-Mail Data Recovery	E-mail Data is restored for users successfully 99% of the time within 2 business days of request for restoration.
28	Catalog	Items are added to the Catalog 3 days after approval by Project Officer.
29	Catalog	Items are delivered by estimated delivery date 95% of the time.

**Contractor Assets (Insurance Coverage)**

The contractor shall cover all losses/damages of contractor assets, by the NRC, not to exceed the amount of \$100,000.00. The contractor shall report status monthly on the coverage invoked to date on a bi-monthly basis. The contractor shall notify the CO and PO in writing if and when 75% of the annual coverage has been utilized.

**B.4 2052.215-71 PROJECT OFFICER AUTHORITY**

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

Name: Eric Brusoe  
 Address: U.S. Nuclear Regulatory Commission  
 Office of Information Services  
 ICOD/ISPT  
 Mailstop: O5E19M  
 Washington, DC 20555

Telephone Number: (301) 415-5053

(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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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 shall 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 shall be issued in writing by the project officer or shall be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction shall 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 shall 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 Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor person no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

### **B.5 2052.204-70 SECURITY**

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See Section D for 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard 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 safeguarding 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 shall 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, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this 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 Security and the Contracting Officer. These changes will be under the authority of the changes clause.

(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 12356 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:

- (1) design, manufacture, or utilization of atomic weapons;
- (2) the production of special nuclear material; or
- (3) 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) Security clearance personnel. 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.

(i) 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 12356.)

(j) 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.

(k) 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 shall provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

**B.6 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)**

The contractor shall ensure that all its personnel who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The contractor shall conduct a preliminary federal facilities security screening interview or review for each of its personnel and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The contractor shall 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 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

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

The contractor shall further ensure that its personnel complete all building 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 contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance 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.

A contractor, person shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the contractor's personnel may subsequently be denied access in the event the Contractor person's investigation cannot be favorably determined by the NRC. Such Contractor person will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens shall provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be

approved for building access. The contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### **CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST**

The Contractor shall immediately notify the PO when a Contractor person's need for NRC building access approval is withdrawn or the need by the Contractor person for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor person no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after a Contractor person's termination.

#### **B.7 2052.204-71 SITE ACCESS BADGE REQUIREMENT**

During the life of this contract, the rights of ingress and egress for contractor personnel shall be made available as required. 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 Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification shall be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

#### **B.8 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)**

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

### **B.9 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)**

The offeror/Contractor shall identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

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

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

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-

screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

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

#### SECURITY REQUIREMENTS FOR IT LEVEL I

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

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

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

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



continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

## SECURITY REQUIREMENTS FOR IT LEVEL II

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

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

A Contractor person 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 shall be promptly confirmed by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS shall 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.

### **B.10 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)**

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

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

### **B.11 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)**

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Project Officer, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

### **B.12 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on June 28, 2011, and will expire on October 27, 2011. The term of this contract may be extended at the option of the Government for an additional two months.

### **B.13 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

Keith Thompson, Project Manager  
John Hincke, Service Delivery Manager

Ryan Bissett, Information Systems Security Officer  
Kevin Costlow, Systems Engineer and Architect

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

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

(c) Each request for approval of substitutions shall be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request shall 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.

**SECTION C - CONTRACT CLAUSES****C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)**

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

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

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

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

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

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

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

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

(g) **Invoice.**

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

(i) Name and address of the Contractor;

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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



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

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

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

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

## **C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010) ALTERNATE I (OCT 2008)**

### **(a) Inspection/Acceptance.**

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

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

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

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the

portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

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

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

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

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

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

(e) Definitions.

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

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) Materials means--

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payments.

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

(i) Hourly rate.

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

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

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

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

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

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

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

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

(ii) Materials.

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

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

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

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

See CLIN 0004 and CLIN 1003

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: N/A

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

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

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

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

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

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

(B) The Contractor's timekeeping procedures;

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

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

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

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

(B) Any documents supporting payment of those invoices.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

### **C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2011)**

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

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

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

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

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

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

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

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(9) [Reserved]

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

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

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

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

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

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

(12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

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

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

(iv) Alternate III (JUL 2010) of 52.219-9.

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

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

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

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

(17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

(22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

(23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(24) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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

(27) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(29) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(31) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(32)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

(36) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(37)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(39) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(44) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(45) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(46) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

Employee Class Monetary Wage-Fringe Benefits

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor shall include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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



**C.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 the period of performance of this contract.

**C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

**C.6 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and shall be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**C.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](http://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.

**C.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

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

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

**C.9 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.

### **C.10 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation the Act may involve the imposition of criminal penalties.

### **C.11 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work Statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

## **C.12 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)**

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

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide

license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies. (END-OF-CLAUSE)

### **C.13 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794 d), agencies shall give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies **develop, procure, maintain, or use** EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Unless an exception at FAR 39.204 applies to this acquisition, as evidenced by citation of that exception in the space below, all EIT that the government acquires by purchase or by lease/rental under this acquisition shall meet the applicable accessibility standards at 36 CFR Part 1194. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

The following accessibility standards from 36 CFR 1194 have been determined to be applicable to this contract/order. See [www.section508.gov](http://www.section508.gov) for more information:

- 1194.21 Software applications and operating systems.
- 1194.22 Web-based intranet and internet information and applications. 16 rules.
- 1194.23 Telecommunications products.
- 1194.24 Video and multimedia products.
- 1194.25 Self contained, closed products.
- 1194.26 Desktop and portable computers.
- 1194.31 Functional performance criteria.
- 1194.41 Information, documentation, and support.

[END-OF-CLAUSE

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

<u>Attachment</u>	<u>Title</u>
1	NRC Form 187
2	Small Business Subcontracting Plan

**AUTHORITY**  
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

**CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

<b>1. CONTRACTOR NAME AND ADDRESS</b>  <b>L-3 Services, Inc.</b> <b>Stratis Division</b> <b>11955 Freedom Drive, Suite 12000</b> <b>Reston, VA 20190-5688</b>	<b>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS</b> (Prime contract number must be shown for all subcontracts.)  <b>NRC-HQ-11-C-33-0052</b>		<b>2. TYPE OF SUBMISSION</b>  <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify)
	<b>B. PROJECTED START DATE</b>  <b>06/28/2011</b>	<b>C. PROJECTED COMPLETION DATE</b>  <b>12/27/2011</b>	

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

<b>A. DOES NOT APPLY</b>  <input checked="" type="checkbox"/>	<b>B. CONTRACT NUMBER</b>  <b>DR-01-0290</b>	<b>DATE</b>  <b>06/27/2011</b>
---	--	--------------------------------------

**4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION**

**Infrastructure Services and Support Contract Bridge**

<b>5. PERFORMANCE WILL REQUIRE</b> <b>A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION</b> <input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)	<b>NOT APPLICABLE</b>	<b>NATIONAL SECURITY</b>		<b>RESTRICTED DATA</b>	
		<b>SECRET</b>	<b>CONFIDENTIAL</b>	<b>SECRET</b>	<b>CONFIDENTIAL</b>
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**B. IS FACILITY CLEARANCE REQUIRED?**  YES  NO

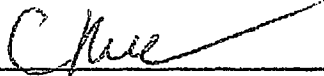
- |  |  |
|--|--|
| <b>C.</b> <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.          | <b>G.</b> <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC. |
| <b>D.</b> <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.      | <b>H.</b> <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.                           |
| <b>E.</b> <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA. | <b>I.</b> <input type="checkbox"/> REQUIRED TO CARRY FIREARMS.   |
| <b>F.</b> <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.      | <b>J.</b> <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.                                |

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.**



6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE  Eric Brusoe, Senior IT Specialist COTR	SIGNATURE  	DATE  03/18/2011
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

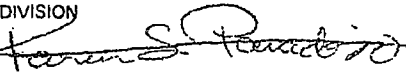


- AUTHORIZED CLASSIFIER (Name and Title)       DIVISION OF FACILITIES AND SECURITY

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

- SPONSORING NRC OFFICE OR DIVISION (Item 10A)       DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
 DIVISION OF FACILITIES AND SECURITY (Item 10B)       CONTRACTOR (Item 1)  
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION  Thomas W. Richards	SIGNATURE 	DATE  03/18/2011
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  Robert Webber, Director, ADM/DES	SIGNATURE 	DATE  4/5/11
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  VIRGINIA HUTCH	SIGNATURE 	DATE  4/7/11

REMARKS

**NRC SMALL BUSINESS SUBCONTRACTING PLAN**

**PART A1. GENERAL INFORMATION**

NRC DIVISION OF CONTRACTS BRANCH Code 3100	NRC PROGRAM OFFICE Info. Management and Technology Branch	DATE OF PLAN 5/27/11
CONTRACTOR NAME L-3 Services Inc.	DUN & BRADSTREET NUMBER 136127482	SOLICITATION/CONTRACT NUMBER OIS-11-277
CONTRACTOR ADDRESS 11955 Freedom Drive Suite 12000 Reston, VA 20190	PRODUCT/SERVICE (Description) Basic Infrastructure Services	

**PART A2. NEW/INITIAL CONTRACT**

PERIOD OF CONTRACT PERFORMANCE (mm/dd/yyyy)	COST	PERFORMANCE PERIOD/QUANTITY
BASE	\$ 12,571,748	6/28/2011-10/27/2011
OPTION 1	\$ 5,557,304	10/28/2011-12/27/2011
OPTION 2	\$	
OPTION 3	\$	
OPTION 4	\$	
<b>TOTAL CONTRACT COST</b>	<b>\$</b>	

**PART A3. CONTRACT MODIFICATION including task/delivery orders against existing contracts (if applicable)**

PERIOD OF CONTRACT PERFORMANCE (mm/dd/yyyy)	COST	PERFORMANCE PERIOD/QUANTITY
ORIGINAL BASE	\$	
MODIFICATION	\$	
<b>MODIFIED TOTAL CONTRACT COST</b>	<b>\$</b>	

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. **It is not intended to replace any existing corporate/commercial plan that is more extensive or has been approved by another Federal Agency.**

Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.

If assistance is needed to locate small business sources, sources may be obtained through the Central Contractor Registration (<http://www.ccr.gov/>) website.

**PART B. PLAN REQUIREMENTS**

**1. Type of Plan (check one)**

- Individual plan** (all elements developed specifically for this contract and applicable for the full term of this
- Master plan** (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.
- Commercial products/service plan** (goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts) this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror's fiscal year.

**NRC SMALL BUSINESS SUBCONTRACTING PLAN**

**PART B. PLAN REQUIREMENTS (continued)**

**2. Subcontracting Goal Data**

Indicate below the dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman owned (WOSB), Historically Underutilized Business Zone (HUBZone), Service-Disabled Veteran-owned (SDVOSB) small businesses and "Other than small business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is  
\$ 3,771,524.40 (Base Period).

FY	1st Option	FY	2nd Option	FY	3rd Option	FY	4th Option
\$ 1,667,191.20		\$		\$		\$	

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBzone and SDVOSB: (% of "a") \$ 867,450.61 and 23 % (Base Period).

FY	1st Option	FY	2nd Option	FY	3rd Option	FY	4th Option
\$ 383,453.97		\$		\$		\$	

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ 188,576.22 and 5 % (Base Period).

FY	1st Option	FY	2nd Option	FY	3rd Option	FY	4th Option
\$ 83,359.56		\$		\$		\$	

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ 188,576.22 and 5 % (Base Period).

FY	1st Option	FY	2nd Option	FY	3rd Option	FY	4th Option
\$ 83,359.56		\$		\$		\$	

e. Total estimated dollar value and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ 113,145.73 and 3 % (Base Period).

FY	1st Option	FY	2nd Option	FY	3rd Option	FY	4th Option
\$ 50,015.74		\$		\$		\$	

f. Total estimated dollar value and percent of planned subcontracting with SERVICES-DISABLED VETERAN-OWNED SMALL BUSINESSES: (% of "a") \$ 113,145.73 and 3 % (Base Period).

FY	1st Option	FY	2nd Option	FY	3rd Option	FY	4th Option
\$ 50,015.74		\$		\$		\$	

g. Total estimated dollar value and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES: (% of "a") \$ 2,904,073.79 and 77 % (Base Period).

FY	1st Option	FY	2nd Option	FY	3rd Option	FY	4th Option
\$ 1,283,737.23		\$		\$		\$	

**NRC SMALL BUSINESS SUBCONTRACTING PLAN**

**PART B: PLAN REQUIREMENTS (continued)**

**Notes:**

1. Federal prime contract goals are:

SB equals ; SDB equals ; WOSB equals ; HUBZone equals ; and SDVOSB equals  may serve as objectives for subcontracting goal development.

2. SDB, WOSB, HUBZone, and SDVOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.

3. If any contract has more than four options, please attach additional sheets showing dollar amounts and percentages.

Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply):

**3. SUBCONTRACT OPPORTUNITIES**

	Products and/or Services	Other	Small Business	SDB	WOSB	HUBZone	SDVOSB
1.	See Attachment to SBSP Part B3						
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

**4. METHODOLOGY**

- i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

See Attachment to SBSP Part B4

**NRC SMALL BUSINESS SUBCONTRACTING PLAN**

**PART B. PLAN REQUIREMENTS (continued)**

**5. Indirect Costs**

- a. Indirect costs have  have not  been included in the dollar and percentage subcontracting goals above (check one).
- b. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, and SDVOSB concerns:

**6. Program Administrator:**

NAME/TITLE:	Teanna Jones-Dixon
ADDRESS (Line 1):	11955 Freedom Drive
ADDRESS (Line 2):	
CITY/STATE/ZIPCODE:	Reston, VA 20190
TELEPHONE:	(703) 434-5057
E-MAIL:	teanna.jones-dixon@L-3Com.com

**Duties:** Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? (If NO is checked, please who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

- |   |   |     |    |                                     |                          |
|---|---|-----|----|-------------------------------------|--------------------------|
| <p>a. Developing and promoting company wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | Yes | No | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Yes   | No  |     |    |                                     |                          |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>  |     |    |                                     |                          |
| <p>b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone and SDVOSB concerns from all possible sources;</p>   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | Yes | No | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Yes   | No  |     |    |                                     |                          |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>  |     |    |                                     |                          |
| <p>c. Ensuring periodic rotation of potential subcontractors on bidder's lists;</p>   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | Yes | No | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Yes   | No  |     |    |                                     |                          |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>  |     |    |                                     |                          |
| <p>d. Assuring that SB, SDB, WOSB, HUBZONE and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing.</p>   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | Yes | No | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Yes   | No  |     |    |                                     |                          |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>  |     |    |                                     |                          |
| <p>e. Ensuring that requests for proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone and SDVOSB concerns.</p>   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | Yes | No | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Yes   | No  |     |    |                                     |                          |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>  |     |    |                                     |                          |
| <p>f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone and SDVOSB small business participation.</p>  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | Yes | No | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Yes   | No  |     |    |                                     |                          |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>  |     |    |                                     |                          |

**NRC SMALL BUSINESS SUBCONTRACTING PLAN**

**PART B: PLAN REQUIREMENTS (continued)**

- |    |   |  |                                |
|----|---|--|--------------------------------|
| g. | Accessing various sources for the identification of SB, SDB, WOSB, HUBZone and SDVOSB concerns to include the Central Contractor Registration ( <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> ), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| h. | Establishing and maintaining contract and subcontract award records;  | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| i. | Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;  | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| j. | Ensuring that SB, SDB, WOSB, HUBZone and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;   | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| k. | Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended;   | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| l. | Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;   | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| m. | Preparing and submitting timely, required subcontract reports;  | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| n. | Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures;   | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| o. | Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and   | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| p. | Other duties:<br><div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div>   |  |                                |

**7. Equitable Opportunity**

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
  - 1. Contact minority and small business trade associations; 2) contact business development organizations and local chambers of commerce; 3) attend SB, SDB, WOSB, HUBZone and SDVOSB procurement conferences and trade fairs; 4) review sources from the Central Contractor Registration (<http://www.ccr.gov/>); 5) review sources from the Small Business Administration (SBA), Central Contractor Registration (CCR); 6) Consider using other market sources; and 7) Utilize newspaper and magazine ads to encourage new sources.
  
- b. Internal efforts to guide and encourage purchasing personnel:
  - 1. Conduct workshops, seminars and training programs;

**NRC SMALL BUSINESS SUBCONTRACTING PLAN**

**PART B. PLAN REQUIREMENTS (continued)**

**7. Equitable Opportunity (continued)**

- b. Internal efforts to guide and encourage purchasing personnel (continued):
  - 2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
  - 3. Monitor activities to evaluate compliance with the subcontracting plan.

**Additional Efforts:**

See Attachment to SBSP Part B7

**8. Flow Down Clause**

The contractor agrees to include the provisions under FAR 52.219 8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219 9, "Small Business Subcontracting Plan." **Note:** In accordance with FAR 52.212-5(e) and 52.244-6(c) the contractor is not required to include flow-down clause FAR 52.219.-9 if it is subcontracting commercial items.

**9. a. Reporting and Cooperation**

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); and (4) ensuring that subcontractors agree to submit ISRs and SSRs. **The ISR and SSR shall be submitted via the Electronic Subcontracting Reporting System (eSRS) Web site: <http://www.esrs.gov>**

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	ISR	4/30
Apr 1 - Sept 30	ISR	10/30
Oct 1 - Sept 30	SSR	10/30
Contract Completion	OF 312	30 days after completion

## NRC SMALL BUSINESS SUBCONTRACTING PLAN

### PART C. CONTRACT MODIFICATION (continued)

#### 9. a. Reporting and Cooperation (continued)

See FAR 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30.

1. Submit ISR (bi-annually) for the cognizant awarding Contracting Officer's review and acceptance via the eSRS website <http://esrs.gov>.
2. Currently, SSR (annually) must be submitted for the NRC eSRS Agency Coordinator review and acceptance via the eSRS website <http://esrs.gov>.
3. Contractors that do not use the eSRS to submit its reports must also submit a paper copy of the SSR to the appropriate Commercial Market Representative (contact the contracting official (CO)).

#### 9. b. Record keeping

FAR 19.704(a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone and SDVOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone and SDVOSB sources;
- c. On a contract by contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards;
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. e.Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract by contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a contract - by - contract basis for company or division wide commercial plans.)
- g. Other records to support your compliance with the subcontracting plan: (Please describe)

See Attachment to SBSP Part C9.b



### NRC SMALL BUSINESS SUBCONTRACTING PLAN

#### PART B: CONTRACT MODIFICATION (continued)

##### 10. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, 8(a), SDB, women-owned small business, HUBZone and service disabled veteran-owned small business concerns.

Your company has established and used such procedures:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

##### 11. Description of Good Faith Effort

Maximum practicable utilization of small, 8(a), small disadvantaged, woman-owned, HUBZone small and service disabled veteran owned concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. **When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor.** In order to demonstrate your compliance with a good faith effort to achieve the small, SDB, WOSB, HUBZone and SDVOSB small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting official prior to approval of the plan.


See Attachment to SBSP Part C11

NRC SMALL BUSINESS SUBCONTRACTING PLAN

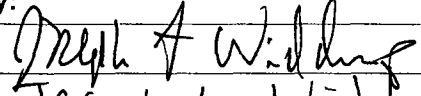
PART C. SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature:	
Typed Name:	Carlos E. Figueiras
Title:	Contracts Manager
Date:	May 27, 2011

This plan was submitted by:

Signature:	
Typed Name:	Joseph L. Widdup
Title:	Contracting Officer
Date:	6/24/11

This plan was reviewed by:

Signature:	
Typed Name:	
Title:	Small Business Program (SBP)
Date:	

NRC SMALL BUSINESS SUBCONTRACTING PLAN

**PART C. SIGNATURE PAGE**

Signatures Required:

This subcontracting plan was submitted by:

Signature: *Carlos E. Figueiras*  
Typed Name: Carlos E. Figueiras  
Title: Contracts Manager  
Date: \*\* May 27, 2011

This plan was submitted by:

Signature: *\* /S/*  
Typed Name:  
Title: Contracting Officer  
Date: 6/24/2011

This plan was reviewed by:

Signature: *Anthony Blaylock*  
Typed Name: Anthony Blaylock  
Title: Small Business Program (SBP)  
Date: 6/24/2011

\* see CO emails

\*\* plan revised on first two pages with respect to date and duration. Changes made by CO.