

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22 & 27			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)	RATING N/A	PAGE 1 OF 49
2. CONTRACT NO. NRC-HQ-12-C-43-0032	3. AWARD/EFFECTIVE DATE 01/01/12	4. SOLICITATION NUMBER CSO-12-020	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFI)		8. SOLICITATION ISSUE DATE
7. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	8. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A)		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 10% FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: SIZE STANDARD:
9. (AGENCY USE)					

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES Cyber Situational Awareness and Monitoring	
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (90 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	12. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100
13. CONTRACTOR OFFEROR HMS, ENTERPRISES, INC. HMS COMPANY 5350 SHAWNEE RD STE 360 ALEXANDRIA VA 223122318 TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	14. 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 PHONE: 303-969-5162 FAX: 303-969-7281 SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:

15. PROMPT PAYMENT DISCOUNT	18. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 () <input checked="" type="checkbox"/> 41 U.S.C. 253 (5)
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17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	This is a labor hour contract. The contractor shall provide the services described in the Statement of Work, (Attachment 1.). Page 2 contains a complete breakdown of the pricing structure to perform the work associated under this contract. Obligated amount: \$35,000.00 (with \$96,079.38 subject to the availability of funds.) Contract Ceiling: \$131,079.38 Period of performance: 01/01/2012 through 03/31/2012 NRC POC: James McCarthy, 301-415-5871, james.mccarthy@nrc.gov Contractor POC: Harry Webb, 703-642-6103 ext 10, hwebb@hms-world.com				

23. ACCOUNTING AND APPROPRIATION DATA BBR: 2012-7S-51-J-145; JC: N7343; BOC: 252A; APP: 31X0200 OBLIGATED AMOUNT: \$35,000.00 DUNS: 024022407; NAICS: 541519; FATMIS: RQ 120695	24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY) \$35,000.00
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25. 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 CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: All items
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27. SIGNATURE OF OFFEROR/CONTRACTOR <i>Charles A. Hall</i>	28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>William A. Adams</i>
NAME AND TITLE OF SIGNER (TYPE OR PRINT) Charles A. Hall, President	NAME OF CONTRACTING OFFICER William A. Adams, Contracting Officer
DATE SIGNED 1/12/2012	DATE SIGNED 1/12/2012

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Prescribed by GSA - FAR (48 CFR) 53.214(d)

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

JAN 27 2012 **ADM002**

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED

PAGE

CSO-12-020

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NAME OF OFFEROR OR CONTRACTOR
HMS, ENTERPRISES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN 001	Program Manager P.o.P 01/01/2012 through 03/31/2012 (amount listed is "Not to exceed" amount)	[REDACTED]	hours	[REDACTED]	[REDACTED]
CLIN 002	Security Engineer P.o.P 01/01/2012 through 03/31/2012 (amount listed is "Not to exceed" amount)	[REDACTED]	hours	[REDACTED]	[REDACTED]

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B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
1	IAS O AND M BRIDGE CONTRACT	1.00	LOT	\$35,000.0000	\$35,000.00
	FUNDING/REQ NO: 1:			\$35,000.00	CSO-12-020
GRAND TOTAL ---					\$35,000.00
					=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	2012-7S-51-J-145-JCN-N7343-BOC-252A-APPNUMBER-31X0200	CSO-12-020 P	\$35,000.00

B.2 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)

- (a) The title of this project is: Cyber Situational Awareness and Monitoring
- (b) Summary work description: See attachment 1. (SOW)

B.3 CONSIDERATION AND OBLIGATION-LABOR-HOUR CONTRACT (AUG 2011) ALTERNATE I (AUG 2011)

- (a) The ceiling price to the Government for full performance under this contract is \$131,079.38.
- (b) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.
- (c) It is estimated that the amount currently obligated will cover performance through 01-31-2012.
- (d) This is a fully-funded contract and FAR 52.232-20 - "Limitation of Cost" applies.

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

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

NUMBER	TITLE	DATE
52.247-34	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) F.O.B. DESTINATION	NOV 1991

F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

F.4 PLACE OF DELIVERY--REPORTS (AUG 2011)

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

- a. Name: James McCarthy (1 hard copy)
- b. Contracting Officer's Representative (COR)
- c. U.S. Nuclear Regulatory Commission
- d. Address:

U.S. Nuclear Regulatory Commission
Mailstop: T2C2M
email: James.McCarthy@nrc.gov

Washington
DC
20555

e. Electronic copies to:

f. James.McCarthy@nrc.gov

g. Name: William A. Adams (1 hard copy)

h. Contracting Officer (CO)

i. U.S. Nuclear Regulatory Commission

j. Address:

U.S. Nuclear Regulatory Commission
Div. of Contracts

Mail Stop: TWB-01-B10M
Washington,
DC
20555

F.5 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on 01-01-2012 and will expire on 03-31-2012.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: James McCarthy

Address: Two White Flint North
11555 Rockville Pike
Mailstop T2C2M
Rockville, MD 20852

Telephone Number: 301-415-5871

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.2 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that

necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

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

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

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

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

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

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

Program Manager
Security Engineer

Security Engineer
SR. Security Engineer

Mr. Devin Hall
Mr. Dennis Chen

Mr. Ethan Cudrilo
DR. Aleta Wilson

WAH
WAH

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

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

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

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or

that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.3 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL (JULY 2011)

INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL

Basic Contract IT Security Requirements

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 National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60 and must be approved by CSO. The NRC contracting officer and Contracting Officer's Representative (COR) shall be notified immediately before 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 Contracting Officer's Representative (COR) shall be notified before the contractor begins to process information at a more restrictive classification level.

All work under this contract shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12 Security, Computer Security Office policies, procedures and standards, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) 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>

NRC Policy and Procedures For Handling, Marking and Protecting Sensitive Unclassified Non-Safeguards Information (SUNSI): <http://www.internal.nrc.gov/sunsi/pdf/SUNSI-Policy-Procedures.pdf>

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/>

The Contractor shall ensure compliance with the latest version of NIST guidance and FIPS standards available at contract issuance and continued compliance with the latest versions within one year of the release date.

When e-mail is used, the Contractors 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 employees must sign the NRC Agency-Wide Rules of Behavior for Authorized Computer Use prior to being granted access to NRC computing resources.

The Contractor shall adhere to following NRC policies:

1. Management Directive 12.5, Automated Information Security Program
2. NRC Sensitive Unclassified Non-Safeguards Information (SUNSI)
3. Computer Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
4. Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information
5. Computer Security Information Protection Policy
6. Remote Access Policy
7. Use of Commercial Wireless Devices, Services and Technologies Policy
8. Laptop Security Policy
9. Computer Security Incident Response Policy

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

All electronic process of NRC sensitive information, including system development and operations and maintenance performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

Contract Performance And Closeout

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. Tools used to perform data purging shall be approved by the CISO. The contractor shall provide written certification to the NRC contracting officer that the contractor does not retain any NRC data within 30 calendar days after contract 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 employees no longer require access to an NRC system, the contractor shall notify the Contracting Officer's Representative (COR) within 24 hours.

Upon contract completion, the contractor shall provide a status list of all contractor employees who were users of NRC systems 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 issued by NRC.

Control Of Information And Data

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:

1. 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.
2. Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords)
3. Protect authentication data so that it cannot be accessed by any unauthorized user
4. Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user
5. Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately.

Access Controls

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.

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

1. 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.

2. SGI Information - All SGI being transmitted over a network shall adhere to guidance in MD 12.7 NRC Safeguards Information Security Program and MD 12.5 NRC Automated Information Security Program. SGI processing shall be only within facilities, computers, and spaces that have been specifically approved for SGI processing. Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 overall level 2 and must 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 most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks must be enforced by the system through assigned access authorizations.

Separation of duties for contractor systems used to process NRC information must 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.

Configuration Standards

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

Media Handling

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

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

Vulnerability Management

The Contractor must 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 must 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

H.4 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL EXCEPTIONS (JULY 2011)

INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL EXCEPTIONS

All purchases shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of policy, procedures, standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12 Security, Computer Security Office policies, procedures and standards, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

All procurements must be certified and accredited prior to being placed into an operational state.

All electronic processing of NRC sensitive information, including all system development and operations and maintenance activities performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (AUG 2011)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. Desks
2. Chairs
- 3.

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/ agreement number: , to contract/agreement number:NRC-HQ-12-C-43-0032:

1. Workstation with PC
- 2.
- 3.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall

comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.6 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

H.7 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE (MAR 2011)

In accordance with Appendix III, "Security of Federal Automated Information Resources," to Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," NRC has established rules of behavior for individual users who access all IT computing resources maintained and operated by the NRC or on behalf of the NRC. In response to the direction from OMB, NRC has issued the "Agency-wide Rules of Behavior for Authorized Computer Use" policy, hereafter referred to as the rules of behavior. The rules of behavior for authorized computer use will be provided to NRC computer users, including contractor personnel, as part of the annual computer security awareness course.

The rules of behavior apply to all NRC employees, contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at <http://www.internal.nrc.gov/CSO/documents/ROB.pdf> or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually thereafter. Training on the meaning and purpose of the rules of behavior can be provided for contractors upon written request to the NRC Contracting Officer's Representative (COR).

The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

H.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

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 Form I-551 (Green Card), 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, <http://www.uscis.gov/portal/site/uscis>.

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

H.9 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (AUG 2011)

The National Industrial Security Program Operating Manual (NISPOM) implements the provisions of E.O. 12829, "National Industrial Security Program." A company is considered to be under FOCI whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or otherwise, to direct or decide matters affecting the management or operations of that company in a manner that may result in unauthorized access to classified information or may adversely affect the performance of classified information contracts. (See NRC Management Directive 12.2 - "NRC Classified Information Security Program")

(a) For purposes of this clause, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or

(4) Any person who is not a U.S. citizen.

(b) A U.S. company determined to be under FOCI is not eligible for facility clearance (FCL). If a company already has an FCL, the FCL shall be suspended or revoked unless security measures are taken to remove the possibility of unauthorized access to classified information.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean NRC contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall complete and submit and SF-328, DD-441 and DD-441-1 forms, prior to contract award. The information contained in these forms may be used in making a determination as to whether a contractor is eligible to participate in the National Industrial Security Program and have a facility security clearance.

(e) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in SF-328, "Certificate Pertaining to Foreign Interest". Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(f) In those cases where a contractor has changes involving FOCI, the NRC must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(g) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information and shall require such subcontractors to submit completed SF-328, DD-441 and DD-441-1 forms prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(h) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by NRC to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(i) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on NRC's rights, including its rights to terminate this contract.

(j) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

H.10 SAFETY OF ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Contracting Officer's Representative (COR) shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Contracting Officer's Representative (COR) also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

H.11 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (AUG 2011)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or an "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The Contractor must identify all individuals to work under this contract. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each of its employees, subcontractor employees and consultants, and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven (7) years; (c) record of any military courts-martial charges and proceedings in the last seven (7) years and courts-martial convictions in the last ten (10) years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven (7) years; (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven (7) years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven (7) years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two (2) copies of the signed interview record or review will be supplied to DFS/PSB with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition 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 termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Access National Agency Check and Inquiries (ANACI), or higher level investigation depending on the position the individual will occupy, for "L" clearances.

A Contractor employee shall not have access to classified information until he/she is granted a security clearance by DFS/PSB, based on a favorably adjudicated investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim access approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is 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. The individual will be subject to a reinvestigation every five (5) years for "Q" clearances and every ten (10) years for "L" clearances.

The Contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the PO to DFS/PSB for review and submission to the Office of Personnel Management for investigation. The individual may start working under this contract before a final clearance is granted if a temporary access determination can be made by DFS/PSB after the review of the security package. If the individual is granted a temporary access authorization, the individual may not have access to classified information under this contract until DFS/PSB has granted them the appropriate security clearance, and the Contractor has read, understood, and signed the SF 312, "Classified Information Nondisclosure Agreement." The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on DFS/PSB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E.O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the PO who will forward the confirmation via email to DFS/PSB. Additionally, DFS/PSB must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

H.12 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2011)

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

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

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

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

H.13 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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 entitled: "Your Rights Under the Energy Reorganization Act".

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

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

H.14 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

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 Contracting Officer's

Representative (COR), 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

H.15 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997

I.2 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 anytime during contract period.

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE ALTERNATE I (NOV 2011)	NOV 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
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52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996

I.3 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

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

(a) Hourly rate.

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

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

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

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

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

(i) Individual daily job timekeeping records;

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

(iii) Other substantiation approved by the Contracting Officer.

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

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

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

(b) Materials.

(1) For the purposes of this clause--

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

(ii) Materials means--

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

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

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

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

or

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

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

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

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

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

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

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

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

I.4 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed-Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: Workstation with PC

I.5 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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

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

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

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

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

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1.

GLOSSARY

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions of this contract.

1. **DATA PROCESSING EQUIPMENT SYSTEM AND/OR SUBSYSTEM.** The total complement of individual machines and operating software furnished by the Contractor and acquired to operate as an integrated group.
2. **EQUIPMENT.** An all-inclusive term which refers either to individual machines or to the total complement of machines required to operate as an integrated group.
3. **EQUIPMENT AND/OR OPERATING SOFTWARE FAILURE.** A malfunction in the Contractor-supplied equipment and/or operating software, excluding all external factors, which presents the accomplishment of a job.
4. **INSTALLATION DATE.** The date by which the Contractor must have the ordered equipment ready for use by the Government.
5. **MACHINE/DEVICE.** An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, an additional memory module, a tape unit, a card reader, etc.
6. **MECHANICAL REPLACEMENT.** The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.
7. **OPERATING SOFTWARE.** Those routines that interface directly with hardware peripheral devices, the computer operations, applications, and utility programs.
8. **OPERATIONAL USE TIME.** The time during which equipment is in actual operation, exclusive of idle time, standby time or maintenance time due to Contractor caused machine failure; not synonymous with "power-on" time.
9. **PREVENTIVE MAINTENANCE.** That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.
10. **EXTENDED MAINTENANCE PERIOD OPTION.** Option to require maintenance service, during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such period.
11. **REMEDIAL MAINTENANCE.** That maintenance performed by the Contractor which results from Contractor-supplied equipment or operating software failure. It is performed as required and therefore on an unscheduled basis.
12. **TOTAL MONTHLY CHARGES.**
 - (a) **Rental.** All monthly charges for the use (rental) of equipment and software and for maintenance thereof.
 - (b) **Maintenance of Government-owned.** All monthly charges for the maintenance of equipment and software supplied under this contract.

13. **ALTERATION.** An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.
14. **ATTACHMENT.** An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer of the machine or system.
15. **PRINCIPAL PERIOD OF MAINTENANCE.** Any nine consecutive hours per day, including an official meal period not to exceed one hour per day, between the hours of 7:00 AM 6:00 PM, Monday through Friday, excluding holidays observed at the installation.
16. **SOFTWARE RELEASE.** A software release is a modification (update) of the software which may contain additional function and incorporate all program fixes made to the software since issuance of the prior release. A software release does not change the name or number of the program and is provided by the Contractor at no increase in price. Normally, program support services for the prior release are discontinued by the Contractor after a specified period of time following availability of the new release.
17. **SOFTWARE VERSION.** A software version is a separate (new) software product which contains significantly more code and/or function than its earlier version. A software version has its own name, product number, terms and conditions and price.

ATTACHMENT A

**STATEMENT OF WORK
U.S. NUCLEAR REGULATORY COMMISSION
Computer Security Office (CSO)**

Cyber Situational Awareness and Monitoring (CSMA) Bridge Contract

1. OBJECTIVE

The Contractor, **HMS Company**, shall provide direct core mission support of all Computer Security Office (CSO)/ **Cyber Situational Awareness, Analysis, and Response Team (CSAART) activities and initiatives**. The **CSO/CSAART** is the focal point for receiving, tracking, monitoring, and reporting NRC computer security incidents; monitoring NRC's IT security vulnerabilities, maintaining an awareness of the threat to NRC's IT infrastructure, and providing appropriate information to senior NRC officials so they maintain an up to date awareness of the threat and NRC's vulnerability to that threat; Monitoring NRC intrusion detection and intrusion prevention systems; Conducting trend analysis of events and recommending actions to minimize or prevent releases of information. The CSAART also communicates relevant computer security information such as security alerts, advisories, and bulletins to NRC staff; acts as the reporting authority to the US Computer Emergency Readiness Team (CERT), OMB, law enforcement, and criminal investigation groups for cyber related attacks against the NRC; and conducts penetration testing and vulnerability scanning of NRC's infrastructure.

The IT Security Service domain requirements for this statement of work include the following:

- 1) NRC Cyber Security Monitoring (using agency provided monitoring tools and other sources)
- 2) NRC Cyber Security Situational Awareness & Reporting (relative to agency resiliency against periodic assessment of the threat to as it pertains to the NRC's mission and that of the federal government)
- 3) Cyber Security Incident prevention, detection, reporting and remediation;
- 4) Cyber Security system/application development and deployment;
- 5) Cyber Security system/application maintenance and operation;
- 6) Computer Forensics Analysis;
- 7) Cyber Security Metrics Reporting in support of CSO situational awareness tracking and reporting; and providing,
- 8) Cyber Security Process & Assessment documentation. This documentation includes, but is not limited to: security authorization process artifacts and cyber security capability assessments and recommendations to improve agency cyber security. The CSO will also require the documentation of internal cyber situational awareness, analysis and response processes, procedures and policy recommendations to record and sustain cyber situational awareness. Other documentation to capture and report on the security posture of the agency or to document cyber situational awareness capabilities as they are introduced and moved into CSO assessment capabilities.

Note: The Contractor must be able to act as an independent assessor and therefore, must be dedicated to the CSO cyber situational awareness support role. As such, the contractor acknowledges that they are not authorized to enter into an IT or IT security role for the development, operation or maintenance of non-CSO information system at the U.S. Nuclear

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Regulatory Commission without prior written approval from an authorized agency Contracting Officer.

2. CONTRACT TYPE

This is an ID/IQ order which includes provisions for award of Firm Fixed Price and Time and Materials (T&M) contract.

3. SCOPE

The Contractor shall provide all personnel, materials, hardware, software, labor, supplies, equipment, travel and other direct costs necessary to accomplish the performance of the tasks described below (other than the Government Furnished Equipment under section 7 of this Statement of Work).

4. PERIOD OF PERFORMANCE

The period of performance for this bridge contract is 01/01/2012 to 03/31/2012.

4.1. HOURS OF OPERATION

The Contractor shall have access to Government Facilities twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year.

4.2. PLACE OF PERFORMANCE

The primary place of performance shall be NRC Headquarters, located in Rockville MD. The NRC shall provide on-site physical space (if required) for up to three (3) Contractor personnel and shall supply desktops for the individuals' access to the NRC network.

4.3. TRAVEL REQUIREMENTS

- (a.) Local travel expenses within 25 miles of NRC Headquarters located in Rockville MD will not be reimbursed by the NRC. On-site parking is not available.
- (b.) Occasional travel to the NRC Regional locations and remote NRC facilities including State and Local Government facilities and external commercial and government application service providers and application hosting facilities may be required.
- (c.) Total expenditures for domestic travel (does not include travel to NRC Headquarters) will be paid to the contractor by the NRC. Travel expenses will be subjected to an annual limit which will be disclosed at the NRC's discretion. Please note: Profit/fee shall not be added to any travel. G&A is included in the travel (not to exceed) line items reflected in the contract. All G&A will be reimbursed in accordance with DCAA approved billing rates.
- (d.) The Contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The

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Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government Contractor personnel traveling on official business under this contract.

The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

- (e.) The Contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in Federal Acquisition Regulations (FAR) 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with section 12 of Public Law 100-679, shall be charged in accordance with the Contractor's institutional policy to the degree that the limitations of OMB guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (f.) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the Contractor to notify the contracting officer in accordance with the Limitations of Cost clause of the GSA contract if the Contractor will be unable to make all of the approved trips and remain within the travel costs and limitations of this contract due to the changes.

5. PERSONNEL REQUIREMENTS

Due to the fact the contract will at times require working with both unclassified and classified information at least one on-site contractor will require a "L" clearance (equivalent to a Secret clearance). The contractor will provide all relevant information requested by the NRC to process background checks and clearances.

The Contractor shall have the professional communication skills required to take the necessary actions to contact, meet with, discuss, and otherwise obtain information required to accomplish the items described in this SOW on his/her own initiative without supervision. It is required that the Contractor provide two intermediate level Cyber Security Engineers full time in the base year and the option years. This contract may also require the addition of a third Cyber Security engineer at certain specific times in the base and options years. The Contractor shall note the addition of a third Cyber Security engineer is an option for NRC in the base year and each subsequent option year. Thus, the addition of a third engineer at any time during the base or option years will not necessarily constitute retaining this position for the entire remaining Period of Performance in any of the years. The NRC reserves the right to treat this position as "per diem" or, on an as needed basis. The NRC CSO also requires a contract Project Manager (PM) for this contract. The PM will not be required to be staffed at NRC Headquarters.

The Contractor's personnel shall have an in depth understanding of the tools and skills listed below, including but not limited to;

- Information Assurance Applications: EnCase Enterprise, Hailstorm, Nessus, Core Impact, Threatguard Secutor Magnus, RSA/Archer Incident Management

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- Security Expertise: computer and network forensics, secure baseline configurations, network engineering, network monitoring, Intrusion Detection Systems (IDS), log capture and edit, Firewalls, Virtual Private Networking (VPN), network routers, switches and infrastructure, Wireless network technologies (802.11x, Bluetooth) as well as Remote Access Systems (RAS), Malware, and Spyware.

The Contractor's personnel shall have an understanding of the following IT elements:

- Operating systems: VMware, Linux, Solaris 10, Microsoft Windows XP Professional, Microsoft Windows 7, Microsoft Windows 2008 Servers, Microsoft Windows 2003 Servers. Contractors should also have an understanding and a level of experience working with virtualization techniques and operating system images (.iso).
- Software Applications: SQL, Exchange, Microsoft Internet Information Services (IIS), Oracle, Sybase, Citrix, and Rational.

The Contractor shall have knowledge and experience with, but not limited to the following federal regulations, standards and guidelines:

- The Federal Information Security Management Act of 2002
- The E-Government Act of 2002
- The Clinger-Cohen Act of 1996
- The Financial Management Improvement Act of 1996
- The Financial Management Integrity Act of 1982
- The Privacy Act of 1974
- Federal Enterprise Architecture (FEA)
- Cyber Security relevant OMB Memorandums
- OMB Circulars
- Presidential Directives
- Department of Homeland Security – USCERT Incident Response Directives
- National Security Directives
- Executive Orders
- Intelligence Reform and Terrorism Prevention Act
- Director of Central Intelligence Directives
- NIST Federal Information Processing Standards (FIPS)
- NIST SP 800 series
- CNSS publications
- NIST Guide for Information Security Program Assessments and System Reporting Form

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- Department of Homeland Security National Strategy to Secure Cyberspace

6. SPECIAL PERSONNEL REQUIREMENTS

The Contractor shall provide contact information (e.g., telephone numbers) in the event that after-hours cyber security support is activated.

GOVERNMENT-FURNISHED INFORMATION

The Government shall furnish available information (e.g. CSO Standard Operating Procedures, regulations, manuals, texts, briefs and the other materials relevant to supporting this project), as well as access to all the necessary applications maintained within the NRC network infrastructure. All information, regardless of media, provided by the Government and/or generated for the Government in the performance of this contract are Government property and shall be maintained and disposed of by the Government. At the time of disposition, the Contractor shall box, label contents, and deliver as directed by the Contracting Officer.

7. SYSTEM/APPLICATION HIGH LEVEL TASKS AND DELIVERABLES (CONFORMANCE TO NRC'S PMM)

The Contractor shall provide the following services:

Sub Task 1 - Quality Assurance Plan:

The Contractor shall develop and deliver a Quality Assurance Plan. This Plan must be accepted by the NRC prior to submission of the first deliverable. The Plan shall address the following:

- 1) **Inspection System:** A description of the inspection system to cover all efforts described in this SOW. The description shall include specifics as to the areas to be inspected on both a scheduled or unscheduled basis, frequency of inspections, and the titles of the individuals who shall perform the inspection and their organizational placement.
- 2) **Deficiency Prevention:** A description of the methods to be used for identifying and preventing deficiencies and their causes in the quality of service performed before the level of performance becomes unacceptable.
- 3) **Inspection Files:** A description of the records to be maintained to document all inspections conducted by the Contractor and the necessary corrective or preventive actions taken. This document and the records of inspections completed shall be made readily available to the Government, upon request by the Project Officer and/or Contracting Officer, during the term of the contract.

Sub Task 2 - Project Plan (includes Level 3 WBS):

The Contractor shall develop and maintain a Project Plan using Microsoft Project and provide electronic copies of the Project Plan to the NRC Project Officer (PO) bi-weekly. The Project Plan shall be based on a Level 3 Work Breakdown Structure (WBS) and use the

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Project Plan template found in PMM. The WBS shall include a definition of the work to be conducted decomposed into distinct discrete manageable tasks or groups of tasks (Work Packages) with decisive outputs and specific measurable entry and exit criteria. Each Work Package shall have a short duration (not to exceed one hundred twenty (120) hours), or can be divided into a series of milestones whose status can be objectively measured. Each Work Package shall be assigned a start and finish date, a budget value, and can be integrated with higher-level schedules.

The Project Plan shall specify a schedule and budget to accomplish the work and identify the resources needed to complete the work. Resources include manpower, hardware, software, equipment, travel, etc.

Sub Task 3 – PMM Support

The Contractor shall provide the following services to support any system or application during Construction, Transition, and Operation & Maintenance phases of the PMM:

- **PMM Construction Support**

During the Construction Phase, development of a system or application will be transitioned from the CSO design team to the Contractor. The Contractor will be responsible for completing the construction phase in a timely manner. As defined in PMM, these tasks include but will not be limited to the following:

- Develop Final Build of the System or Application
- Perform System/Application Tests
- Develop System/Application Support Materials
- Establish Test Environment
- Prepare for Security Testing
- Manage Change Requests and Baselines
- Manage Iterations

- **PMM Transition Support**

The Contractor will be responsible for transitioning a system or application from test to production. As defined in PMM, these tasks include but will not be limited to the following:

- Prepare and Support the System or Application during its Acceptance Test
- Fix all Identified Issues
- Prepare the System for Deployment
- Provide briefings and demonstrations to NRC staff so an understanding of how the system can be used and managed is communicated (not to exceed 104 hours per year)
- Support Security Authorization Process (SAP) a System
- Support all documentation requirements as stated for an Application

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- Fix Outstanding Plan of Action and Milestone (PO&M) items
- Work with the NRC to Deploy the System
- Manage Change Requests and Baselines

- **PMM Operations and Maintenance Support**

The Contractor will be responsible for operations and maintenance of a system or application. As defined in PMM, these tasks include but will not be limited to the following:

- Support system/application Operations
- Support system/application Expansion
- Support system/application Continuity of Operations
- Support system/application Configuration, Change and Patch Management
- Maintain the system/application (may be required outside of normal business hours)
- Periodically Evaluate the System or Application (meeting goals, security posture unchanged, security controls still effective, system patched and kept up to date, hardware functioning as expected, etc.)
- Manage Change Requests and Baselines
- Develop and execute Scripts and Automated Processes to make recommendations to NRC staff with respect to NRC Infrastructure
- Report Cyber Incidents to NRC's Computer Security Incident Response Team
- Provide alternate Information Systems Security Officer support for systems and applications
- Provide Specific and/or Ad-hoc System or Application Level Cyber Security Reporting

- **Develop Documentation**

The Contractor shall develop documentation to support the Construction, Transition, and the Operations & Maintenance phases of NRC's ISDLC. Also, the Contractor shall develop Standard Operating Procedures, Configuration Guides, and Engineering Notebooks that describe how the system is built, operated, and maintained. The following lists some of the documentation that will be required:

Concept of Operations (CONOPS) - A high level description of the system's purpose, objective and functionality and how it will impact the role of the CSO in the NRC. The CONOPS must include a description of the NRC CSO chain of command and make reference to already practiced Cyber Incident Response Procedures at the NRC. The CONOPS should define system user roles and responsibilities and also include reporting requirements, both internally to the CSO and external CSO customers. The CONOPS must make a clear distinction between the system's information providers and consumers.

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Rebuild procedures - A comprehensive document that provides a step by step process for rebuilding the system from scratch. These procedures will also reference where all necessary software is stored in case a system rebuild is needed (such as a COOP event).

- **Specialized Services**

The Contractor will provide the following specialized services:

- Create Management “dashboard” that Reflects Real Time Cyber Security Status
- Develop and Maintain a System Communication Plan for NRC staff
- Develop Ad Hoc Reports.

Note: *The Contractor must ensure that any system or application meets federally mandated and NRC defined security requirements. Also, the Contractor will use industry best practices whenever feasible while executing the tasks outlined in this Statement of Work.*

7.1. Deliverable Standards

7.1.1. Performance Measures

The Contractor will be evaluated using the following performance measures:

1. Ability to Construct the System

The NRC Project Officer will evaluate the Contractor's ability to clarify remaining requirements, complete the development of the system, and to prepare the system for the Transition Phase of the ISDLC. Compliance will be monitored via the Project Officer through discussions with NRC staff on the how well remaining requirements have been addressed, how well the Contractor has prepared the system for transition, and the ability of the Contractor to meet the milestones established for the Construction Phase of the ISDLC.

- i. **Target:** 90% Addressed Remaining Requirements
90% Contractor met Construction Phase Milestones by Agreed Date
- ii. **Data Source:** Project Officer Observations
- iii. **Responsible:** Contractor
- iv. **Frequency:** As required

2. Ability to Transition the System

The NRC Project Officer will evaluate the Contractor's ability to transition the system into NRC's production operating environment and prepare the system for certification and

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accreditation. Compliance will be monitored via the Project Officer through discussions with NRC staff on the how well the system has addressed stated requirements; has met expectations; implemented the necessary controls to meet federally mandated and NRC defined security requirements; and the ability of the Contractor to meet the milestones established for the Contraction Phase of the ISLDC.

- i. **Target:**
 - 90% Addressed Stated Requirements**
 - 90% Met expectations**
 - 90% Implemented Security Controls to address federally mandated and NRC defined security requirements**
 - 90% Contractor met Construction Phase Milestones by Agreed Date**
- ii. **Data Source: Project Officer Observations**
- iii. **Responsible: Contractor**
- iv. **Frequency: As required**

3. Ability to Operate and Maintain the System

The NRC Project Officer will evaluate the Contractor's ability to operate and maintain the system. Compliance will be monitored via the Project Officer through discussions with NRC staff on the system's availability and the contractor's ability to implement changes to the system (security updates, patches, modifications, etc.) in a timely manner using NRC's defined configuration management process specified under PMM. Also, the Contractor will be evaluated on their ability to ensure the security posture of the system remains unchanged.

- i. **Target:**
 - 96% System Availability**
 - 90% Implement Changes by Agreed Date**
 - 90% Security Posture Remains Unchanged**
- ii. **Data Source: Project Officer Observations and Quarterly Scans**
- iii. **Responsible: Contractor**
- iv. **Frequency: As required**

4. Quality of Deliverables

The NRC Project Officer will evaluate the integrity, currency, and relevance of the information contained in the Contractor's deliverables. The results of the evaluations will be collected and reported to the Contractor in order to ensure continued improvement in product quality. The purpose of the evaluations is to help ensure alignment between NRC and Contractor quality expectations and confirm that the

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information provided meets or exceeds the quality performance metric. Compliance will be monitored via NRC Project Officer final deliverable submission acceptance.

- i. Target: 90% Quality Assurance**
- ii. Data Source: Deliverables and Progress Reports**
- iii. Responsible: Contractor**
- iv. Frequency: Monthly**

5. Corrective Action

The NRC Project Officer will evaluate the Contractor based on the number of business days required to take corrective action on issues identified in a Contract Discrepancy Report (CDR). Compliance will be monitored via the NRC Project Officer through Draft Deliverables, Final Deliverables, Project Schedules, Progress Reports, and NRC Project Officer Review of related NRC Customer Satisfaction Surveys.

- i. Target: Three (3) business days of the CDR issuance meeting**
- ii. Data Source: Draft Deliverables, Final Deliverables, Project Schedules, Progress Reports, and NRC Project Officer review of related NRC Customer Satisfaction Surveys**
- iii. Responsible: Contractor**
- iv. Frequency: As needed upon issuance of a CDR**
- v. Exceptions: The duration will be determined from the time of CDR issuance meeting. The 3 business day corrective action time will not include time in which the Contractor is waiting on the NRC for data necessary to perform the corrective action.**

7.1.2. Deliverable File Formats

The Contractor shall provide all documentation to the NRC Project Officer electronically via electronic mail in all the following formats, except as specifically stated herein: Microsoft Word (version 2003), Microsoft Excel (version 2003), Microsoft Project (version 2003), and Adobe PDF. All electronic mail shall be transmitted from the Contractor's NRC electronic mail account. Personal and corporate electronic mail accounts shall not be used to transmit sensitive NRC information.

7.1.3. Standard for Grammar and Mechanics

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

7.1.4. Draft and Final Submission

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

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

The first revision cycle for a deliverable shall be acceptable to the Government when the Contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC Project Officer.

The following provisions also apply to all deliverables:

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

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

Additional written reports may be required and negotiated.

7.1.5. Deliverable Reviews

Deliverable Reviews will be held to provide the Contractor with feedback related to improving the quality of deliverables. Such reviews will be coordinated by the NRC Project Officer as required to supplement written comments provided on deliverable submissions. The written minutes of all deliverable review meetings shall be prepared by the Government. Should the Contractor not concur with the minutes, the Contractor shall so state any areas of non-concurrence in writing to the NRC Project Officer within ten (10) calendar days of receipt of the minutes.

7.1.6. Bi-Weekly Progress Reports

Bi-Weekly Progress Reports must be submitted every other Tuesday. Bi-Weekly Progress Reports shall cover all Contractor activity that occurred during the previous two (2) weeks. Bi-Weekly Progress Reports shall be created using Microsoft Word and submitted to the NRC Project Officer electronically using the Contractor's NRC electronic mail account. Reports must contain the information specified in Attachment 1 – Bi-WEEKLY PROGRESS REPORT FORMAT.

7.1.7. Monthly Progress Reports

Monthly Progress Reports must be submitted to the NRC Project Officer no later than close of business on the fifth (5th) day of the month. Monthly Progress Reports shall cover all Contractor activity that occurred during the previous month. Monthly Progress Reports must be submitted on the prime Contractor's letterhead and be accompanied by a copy of that month's invoice (formal submission of the invoice will be completed in accordance with the Billing Instructions). These reports must contain the information specified in Attachment 2 – MONTHLY PROGRESS REPORT FORMAT.

7.1.8. Other Reporting Requirements

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

8. Post Award Meeting

The Government will schedule a kick-off meeting once the Contractor's key personnel have received their security clearance authorization. The NRC Project Officer will provide an agenda prior to the meeting. The Contractor shall participate in the meeting to establish process, procedures and priority of tasking. The Contracting Officer, the NRC Project Officer, and the NRC Project Officer's technical personnel will represent the Government. The Contractor shall have equivalent representation at the meeting. The Contractor will be responsible for taking the minutes of this meeting. The minutes will be documented using Microsoft Word. The Contractor must send the minutes to the Project Officer for approval within three (3) business days.

Following the kick-off meeting, the Contractor shall meet at least weekly with the NRC Project Officer during the first month of the contract. Subsequent meetings will be scheduled on a regular basis.

BI-WEEKLY PROGRESS REPORT FORMAT

Tasks	Scheduled Completion Date	Actual Completion Date	Hours	Spent	Left
Task 1 – brief description	mm/dd/yy	mm/dd/yy	Hours	\$	\$

- Tasks - Brief summary of the work; include any report or travel.
- Scheduled Completion Date - Date the task is scheduled for completion or a timeframe if a date is not known.
- Actual Completion Date - The date the task was actually completed.
- Hours - The number of hours spent on the task to date by labor category.
- Spent - The total amount of money expended on the task to date.
- Left – The amount of funding remaining on the task.

WORK PERFORMED DURING THE PERIOD

A ***brief description*** of the work performed and accomplished during the reporting period. Also, travel taken during the reporting period should be summarized in this section. The travel summary will identify the total amount of funds expended while on travel, and any work/accomplishments not reflected elsewhere.

ENCLOSURE 2

MONTHLY PROGRESS REPORT FORMAT

1. **WORK PROGRESS STATUS**

- a. General Information/Description
 - Contract Number
 - The NRC Project Officer and telephone number
 - The Contractor Project Officer and telephone number

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

2. SCHEDULE/MILESTONE STATUS

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

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

3. WORK PERFORMED DURING THE PERIOD

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

A description of all deliverable deficiencies encountered during the reporting period with associated corrective actions implemented. A trend analysis of all deficiencies to date (cumulative) shall also be included in the report.

Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the persons traveling, the duration of the travel, the purpose of the travel, and any work/accomplishments not reflected elsewhere.

4. PROBLEM/RESOLUTION

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

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

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

5. PLANS FOR NEXT PERIOD

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