

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER OCIO-17-0172		PAGE OF 1 19			
2. CONTRACT NO. NRC-HQ-10-15-A-0002		3. AWARD/ EFFECTIVE DATE 08/14/2017		4. ORDER NUMBER NRC-HQ-10-17-O-0002		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. <b>FOR SOLICITATION INFORMATION CALL</b>		a. NAME JESSICA CHU			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY U.S. NRC - HQ Acquisition Management Division Mail Stop: TWFN-5E03 Washington DC 20555-0001				CODE NRCHQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541519 SIZE STANDARD: \$27.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING			
15. DELIVER TO Nuclear Regulatory Commission Nuclear Regulatory Commission Washington DC 20555-0001		CODE NRCHQ		16. ADMINISTERED BY U.S. NRC - HQ Acquisition Management Division Mail Stop: TWFN-5E03 Washington DC 20555-0001					
17a. CONTRACTOR/ OFFEROR NORTHTRAMP LLC Attn: SHILPA ARORA LIBRARY STREET SUITE 500 RESTON VA 20190-6274 TELEPHONE NO. 240-751-8526		CODE 966657970		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Two White Flint North 11545 Rockville Pike Mailstop T9-B07 Rockville MD 20852-2738			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO. 00001		20. SCHEDULE OF SUPPLIES/SERVICES GSA Contract #: GS35F496BA Accounting Info: 2017-X0200-FEEBASED-10-10D011-1126-51-J-144-251A-51-J-144-1126 Period of Performance: 08/14/2017 to 08/13/2019 BASE PERIOD: Activity 1 - Transition Management Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$11,820,577.85			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input checked="" type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 					
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> JOSEPH L. WIDDUP			31c. DATE SIGNED 08/11/2017	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00002	BASE PERIOD: Activity 2 - Asset and Configuration Management [REDACTED] [REDACTED]				[REDACTED]
00003	BASE PERIOD: Activity 3 - Incident and Event Management [REDACTED] [REDACTED]				[REDACTED]
00004	BASE PERIOD: Activity 4 - Problem and Knowledge Management [REDACTED] [REDACTED]				[REDACTED]
00005	BASE PERIOD: Activity 5 - Change, Release and Deployment, Test Validation and Evaluation Management [REDACTED] [REDACTED]				[REDACTED]
10001	OPTION PERIOD 1: Activity 1 - Transition Management [REDACTED] Continued ...				[REDACTED]

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MA LING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER	41c. DATE
42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NRC-HQ-10-15-A-0002/NRC-HQ-10-17-O-0002

PAGE OF  
3 19

NAME OF OFFEROR OR CONTRACTOR  
NORTHTRAMP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Anticipated Exercise Date 08/13/2019 Period of Performance: 08/14/2019 to 08/13/2020				
10002	OPTION PERIOD 1: Activity 2 - Asset and Configuration Management [REDACTED] Anticipated Exercise Date 08/13/2019 Period of Performance: 08/14/2019 to 08/13/2020				[REDACTED]
10003	OPTION PERIOD 1: Activity 3 - Incident and Event Management [REDACTED] Anticipated Exercise Date 08/13/2019 Period of Performance: 08/14/2019 to 08/13/2020				[REDACTED]
10004	OPTION PERIOD 1: Activity 4 - Problem and Knowledge Management [REDACTED] Anticipated Exercise Date 08/13/2019 Period of Performance: 08/14/2019 to 08/13/2020				[REDACTED]
10005	OPTION PERIOD 1: Activity 5 - Change, Release and Deployment, Test Validation and Evaluation Management [REDACTED] Anticipated Exercise Date 08/13/2019 Period of Performance: 08/14/2019 to 08/13/2020				[REDACTED]
20001	OPTION PERIOD 2: Activity 1 - Transition Management [REDACTED] Anticipated Exercise Date 08/13/2020 Period of Performance: 08/14/2020 to 08/13/2021				[REDACTED]
20002	OPTION PERIOD 2: Activity 2 - Asset and Configuration Management [REDACTED] Anticipated Exercise Date 08/13/2020 Period of Performance: 08/14/2020 to 08/13/2021 Continued ...				[REDACTED]

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NRC-HQ-10-15-A-0002/NRC-HQ-10-17-O-0002

PAGE OF  
 4 19

NAME OF OFFEROR OR CONTRACTOR  
 NORTHRAMP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
20003	OPTION PERIOD 2: Activity 3 - Incident and Event Management [REDACTED] Anticipated Exercise Date 08/13/2020 Period of Performance: 08/14/2020 to 08/13/2021				[REDACTED]
20004	OPTION PERIOD 2: Activity 4 - Problem and Knowledge Management [REDACTED] Anticipated Exercise Date 08/13/2020 Period of Performance: 08/14/2020 to 08/13/2021				[REDACTED]
20005	OPTION PERIOD 2: Activity 5 - Change, Release and Deployment, Test Validation and Evaluation Management [REDACTED] Anticipated Exercise Date 08/13/2020 Period of Performance: 08/14/2020 to 08/13/2021				[REDACTED]
30001	OPTION PERIOD 3: Activity 1 - Transition Management [REDACTED] Anticipated Exercise Date 08/13/2021 Period of Performance: 08/14/2021 to 08/13/2022				[REDACTED]
30002	OPTION PERIOD 3: Activity 2 - Asset and Configuration Management [REDACTED] Anticipated Exercise Date 08/13/2021 Period of Performance: 08/14/2021 to 08/13/2022				[REDACTED]
30003	OPTION PERIOD 3: Activity 3 - Incident and Event Management [REDACTED] Anticipated Exercise Date 08/13/2021 Period of Performance: 08/14/2021 to 08/13/2022				[REDACTED]
30004	OPTION PERIOD 3: Activity 4 - Problem and Knowledge Management [REDACTED] Anticipated Exercise Date 08/13/2021 Continued ...				[REDACTED]

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NRC-HQ-10-15-A-0002/NRC-HQ-10-17-O-0002

PAGE OF  
 5 19

NAME OF OFFEROR OR CONTRACTOR  
 NORTHRAMP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
30005	Period of Performance: 08/14/2021 to 08/13/2022 OPTION PERIOD 3: Activity 5 - Change, Release and Deployment, Test Validation and Evaluation Management [REDACTED] Anticipated Exercise Date 08/13/2021				[REDACTED]
30006	Period of Performance: 08/14/2021 to 08/13/2022 OPTION PERIOD 3: Activity 6 - Phase-Out [REDACTED] Anticipated Exercise Date 08/13/2021 Period of Performance: 08/14/2021 to 08/13/2022 [REDACTED] [REDACTED]				[REDACTED]

**SECTION B: SERVICES AND PRICES / COSTS .....7**  
 B.1 BRIEF DESCRIPTION OF WORK ALTERNATE I .....7  
 B.2 CONSIDERATION AND OBLIGATION- LABOR-HOUR CONTRACT .....7  
 This clause applies only to the Labor-Hour CLINs. ....7  
**SECTION C - PERFORMANCE WORK STATEMENT .....8**  
**SECTION D - PACKAGING AND MARKING.....8**  
 D.1 MARKING DELIVERABLES .....8  
**SECTION E - INSPECTION AND ACCEPTANCE .....8**  
 E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013) .....8  
**SECTION F - DELIVERIES OR PERFORMANCE .....8**  
 F.1 PERIOD OF PERFORMANCE ALTERNATE .....8  
 F.2 PLACE OF DELIVERY-REPORTS .....8  
 F.3 PLACE OF PERFORMANCE .....8  
 F.4 HOURS OF OPERATION .....9  
 F.5 FEDERAL HOLIDAYS .....9  
**SECTION G - CONTRACT ADMINISTRATION DATA .....10**  
 G.1 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY .....10  
 G.2 2052.215-70 KEY PERSONNEL. (JAN 1993).....11  
**SECTION H - SPECIAL CONTRACT REQUIREMENTS .....12**  
 H.1 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY .....12  
 H.2 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE  
 INFORMATION (PII) .....12  
 H.3 INTERNET .....14  
**SECTION I - CONTRACT CLAUSES .....14**  
 I.1 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011) .....14  
 I.2 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999) .....17  
 I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000).....17  
 I.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984).....18  
 I.5 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999) .....18  
 I.6 OPTION FOR ACQUISITION OF EVALUATED OPTIONAL FEATURES NOT PROCURED  
 AT TIME OF AWARD OF CONTRACT (IT REQUIREMENTS) .....18  
 I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998) .....18  
**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS .....19**

**SECTION B: Services and Prices / Costs**

**B.1 BRIEF DESCRIPTION OF WORK ALTERNATE I**

(a) The title of this project is: Systems Integration Task (SIT)

(b) Summary work description:

The Contractor shall:

- 1) Provide Transition Management activities to move from a single contractor environment to a multi-Contractor environment;
- 2) Take proactive measures to stabilize the NRC's Production Operations Environment (POE) and NRC's service delivery capability;
- 3) Complete a gap analysis on each core service area;
- 4) Develop an implementation plan to establish, modify or enhance each of the core service areas;
- 5) Provide observation, assessment and reporting for each of the core service areas; and
- 6) Complete phase-out services to transition all work (as required).

Please see Section C – Attachment 1 – PWS for details.

(End of Clause)

**B.2 CONSIDERATION AND OBLIGATION - LABOR-HOUR CONTRACT**

This clause applies only to the Labor-Hour CLINs.

- (a) The ceiling price to the Government for full performance under this contract is \$11,820,577.85.
- (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 90 days.
- (d) This is an incrementally-funded contract and FAR 52.232-22 – "Limitation of Funds" applies.

(End of Clause)

## **SECTION C - PERFORMANCE WORK STATEMENT**

See Attachment 1.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 MARKING DELIVERABLES**

The Contractor shall include the BPA number and the BPA Call number on, or adjacent to, all exterior mailing or shipping labels of deliverable items called for by the BPA Call, except for reports. Mark deliverables for the BPA Call COR and ACOR. Additional deliverable markings may be outlined in awarded work packages.

(End of Clause)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables: See Section 5.9 of Attachment 1 - Performance Work Statement.

(End of Clause)

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE ALTERNATE**

This contract shall commence on August 14, 2017 and will expire on August 13, 2019. There are also three one-year option periods.

Base Period: August 14, 2017 – August 13, 2019  
Option Period 1: August 14, 2019 – August 13, 2020  
Option Period 2: August 14, 2020 – August 13, 2021  
Option Period 3: August 14, 2021 – August 13, 2022

(End of Clause)

### **F.2 PLACE OF DELIVERY-REPORTS**

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

COR and Alternate COR

(End of Clause)

### **F.3 PLACE OF PERFORMANCE**



The majority of this work will be done at NRC's Headquarters (NRC HQs), located in Rockville, Maryland. Minimal travel outside the Washington, D.C. area is not anticipated. Some travel may be required to NRC's Regional Offices in King of Prussia, Pennsylvania (Region I); Atlanta, Georgia (Region II); Lisle, Illinois (Region III); Arlington, Texas (Region IV); and a Technical Training Center (TTC) in Chattanooga, Tennessee. If and when travel may be required, the call would be bilaterally modified to authorize such travel and obligate funds. All Contractor travel costs would be reimbursed in accordance with FAR 31.205-46.

Given the critical coordination and communication across the GLINDA BPA Calls, Contractor key personnel shall generally be expected to work onsite at NRC HQs. The Contractor may permit non-key personnel to telework if the nature of the work lends itself to telework and as long as there are no security reasons that would prevent that from happening. The Contractor shall consult the BPA Call COR to discuss this on a case-by-case basis.

(End of Clause)

#### F.4 HOURS OF OPERATION

The OCIO normal hours of operation are Monday through Friday, 7:00 a.m. ET to 6:00 p.m. ET, except federal holidays. The Contractor shall have the flexibility to schedule individuals outside the normal hours, with prior approval of the call Contracting Officer's Representative (COR<sup>1</sup>) to support the OCIO mission. In no case, however, shall on-site support be provided outside normal hours when there are no Government employees in the work area.

(End of Clause)

#### F.5 FEDERAL HOLIDAYS

The Contractor is not required to provide service on the following U.S. Federal holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(End of Clause)

---

<sup>1</sup> Alternate COR is also implied when the term COR appears in this document.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY**

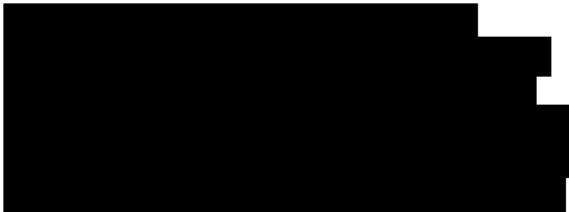
- (a) The contracting officer's representative (COR) for this BPA call is [REDACTED]. The alternate COR for this BPA call is [REDACTED].
- (b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term technical direction is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.
  - (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
  - (3) Review and, where required by the contract, approve 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 COR 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 COR 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 COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories 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 that 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 COR 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 to the instruction or direction is subject to 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR 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.

(End of Clause)

G.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:



\*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.

(End of Clause)

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY**

- (a) The NRC will provide the contractor with the following items for use under this call:
1. Adequate physical work space for required on-site support
  2. Desk, computer equipment (to include all necessary hardware & software), an electronic mail (e-mail) account, and use of the government-owned telephones, facsimile machines, and copier usage, as required by these positions.

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:[]:

Not Applicable.

- (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 call and FAR Subpart 45.5, as in effect on the date of this call. 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 call shall be furnished by the Contractor.

(End of Clause)

### **H.2 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)**

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable

information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

- (1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.
- (2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.
- (3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.
- (4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.
- (5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.
- (6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

- (a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.
- (b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

(End of Clause)

### H.3 INTERNET

Neither NRC nor its third party contractors that manage or develop the NRC web site shall send persistent cookies, place persistent cookies on users' computers, nor collect personally identifiable information from visitors to the NRC web site unless in addition to clear and conspicuous notice, each of the following conditions are met: there is a compelling need to gather the data on the site; there are appropriate and publicly disclosed privacy safeguards for handling of information derived from "cookies"; and personal approval is obtained from the head of the agency.

(End of Clause)

## **SECTION I - CONTRACT CLAUSES**

### I.1 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011)

(a) Definitions. As used in this clause-

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.

- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is-

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that-

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are-
  - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
  - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
  - (iii) Gifts, including travel.
- (2) For example, financial interests referred to in paragraph (1) of this definition may arise from-
  - (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
  - (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
  - (iii) Services provided in exchange for honorariums or travel expense reimbursements;
  - (iv) Research funding or other forms of research support;
  - (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
  - (vi) Real estate investments;
  - (vii) Patents, copyrights, and other intellectual property interests; or
  - (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall-

- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

- (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
    - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.
    - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
    - (C) Gifts, including travel; and
  - (ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.
- (2) For each covered employee-
- (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
  - (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
  - (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
- (3) Inform covered employees of their obligation-
- (i) To disclose and prevent personal conflicts of interest;
  - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
  - (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-
- (i) Failure by a covered employee to disclose a personal conflict of interest;
  - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
  - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver.
- (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may



submit a request through the Contracting Officer to the Head of the Contracting Activity for-

- (i) Agreement to a plan to mitigate the personal conflict of interest; or
- (ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall-

- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
- (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts-

- (1) That exceed \$150,000; and
- (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

#### 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 at anytime prior to expiration.

(End of clause)

#### I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor at anytime prior to expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at anytime before the BPA call expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this BPA call, including the exercise of any options under this clause, shall not exceed 5.5 years.

(End of clause)

## I.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this BPA call beyond the first 90 days. The Government's obligation for performance of this BPA call beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this BPA call beyond 90 days, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## I.5 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)

- (a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.
- (b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).
- (c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(End of Clause)

## I.6 OPTION FOR ACQUISITION OF EVALUATED OPTIONAL FEATURES NOT PROCURED AT TIME OF AWARD OF CONTRACT (IT REQUIREMENTS)

The Government may exercise the option to acquire the evaluated optional features stated elsewhere in this contract at unit prices specified therein. The Contracting Officer may exercise this option by written notice to the Contractor at any time prior to the expiration of the contract. Delivery of the evaluated optional features added by exercise of the option shall be in accordance with the delivery schedule set forth elsewhere in this contract.

(End of Clause)

## I.7 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): [www.acquisition.gov/far](http://www.acquisition.gov/far)

(End of clause)

52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)  
52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)  
52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)  
52.232-22 LIMITATION OF FUNDS (APR 1984)  
52.237-3 CONTINUITY OF SERVICES (JAN 1991)

#### **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b>Attachment #</b>	<b>Title</b>
Attachment 1	Performance Work Statement
Attachment 2	Cost/Price Schedule
Attachment 3	Billing Instructions for Labor-Hour or Time-and-Materials Contracts