

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER OCIO-19-0016		PAGE OF 1 36		
2. CONTRACT NO. NRC-HQ-10-15-A-0005		3. AWARD/ EFFECTIVE DATE 05/01/2019		4. ORDER NUMBER 31310019F0010		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BANU GOLDFEIZ			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-07B20M Washington DC 20555-0001				CODE NRCHQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541519 <input type="checkbox"/> 8(A) 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		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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		CODE NRCHQ
17a. CONTRACTOR/ OFFEROR AEGIS.NET INC Attn: Tom Lourenco P.O. BOX 3897 MERRIFIELD VA 22116		CODE 152858358		FACILITY CODE		18a. PAYMENT WILL BE MADE BY NRC PAYMENTS NRC@fiscal.treasury.gov		CODE NRC PAYMENTS 1
TELEPHONE NO. 7038936020707				<input type="checkbox"/> 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 #: GS-35F-0125S Accounting Info: 2019-X0200-FEEBASED-10-10D010-6003-51-J-144-2574-5 1-J-144-6003 Period of Performance: 05/01/2019 to 10/31/2019 BASE PERIOD - ACTIVITY 1 Line Item Ceiling: 4 Incrementally Funded Amount: 4 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> \$235,884.54		
<input type="checkbox"/> 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.						<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
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> JESSICA CHU			30c. DATE SIGNED		31c. DATE SIGNED 04/15/2019			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00002	BASE PERIOD - ACTIVITY 2				
00003	BASE PERIOD - ACITVITY 3				
00004	BASE PERIOD - ACTIVITY 4				
00005	BASE PERIOD - ACTIVITY 5				
00006	BASE PERIOD - ACTIVITY 6				
10001	OPTION PERIOD 1 - ACITVITY 7 Amount: ██████████ (Option Line Item) Anticipated Exercise Date 10/31/2019 Period of Performance: 11/01/2019 to 10/31/2020 The obligated amount of award: \$186,345.84. The total for this award is shown in box 26.				

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. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

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 (*Print*)
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (*Location*)
 42c. DATE REC'D (*YY/MM/DD*) 42d. TOTAL CONTAINERS

SECTION B - Supplies or Services/Prices

B.1 BRIEF DESCRIPTION OF WORK

(a) The title of this project is: Independent Verification and Validation (IV&V) Services for the Master Data Management (MDM) Program and Solution.

(b) Summary work description: The Contractor shall provide IV&V services that include quality assurance monitoring and analyses across all MDM activities to ensure the Program fulfills its mission, and the Solution (product, design, specifications, and system) meets the requirements in the MDM Functional Requirements Document. The IV&V/MDM Contractor shall support the NRC in determining the correctness and reliability of the MDM Program, which includes other agency initiatives / operations that impact the MDM Program. Please see Section C Description/Specifications for more details.

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is [REDACTED], and this amount is fully funded.

(End of Clause)

SECTION C - Description/Specifications

C.1 BACKGROUND/INTRODUCTION

The Office of Chief Information Officer (OCIO) within the U.S. Nuclear Regulatory Commission (NRC) requires support services for an Independent Verification and Validation (IV&V) effort. The NRC was created in 1975 as a result of The Energy Reorganization Act of 1974 and is responsible for reactor safety oversight and reactor license renewal of existing plants, materials safety oversight and materials licensing for a variety of purposes, and waste management of both high-level waste and low-level waste. OCIO is responsible for planning, directing, and overseeing NRC's information resources. OCIO manages information and employs information technology in an effort to enhance information access and strengthen the Agency's performance.

OCIO is leading the redesign of the Master Data Management (MDM) program and solution. The MDM Program also focuses on data architecture and includes projects that identify and define data elements across the Agency. Data elements definition will be a continuous process and based on information currently available and refined by all on-going project activities. The follow-up IV&V work is needed to support the re-architect, redesign, data migration and deployment of the new MDM solution.

The Contractor shall provide IV&V support to re-architect, redesign, migrate, and deploy the MDM solution.

The MDM program will work in conjunction with other initiatives including:

- The Replacement RPS (RRPS) system assist in meeting Office of Nuclear Reactor Regulation's (NRR) mission needs. RRPS ensures that this unrelated data is moved to its authoritative source with the help of NRC's recommendations and guidance under the MDM Program
- Identity, Credential, and Access Management (ICAM) system. The ICAM system receives the employee, organization, and contractor information consolidated therein, and disseminates this information to other systems that require this data through technologically advanced and cost-effective exchanges.
- Web-Based Licensing (WBL) system. The WBL system receives docket numbers generated for materials licensees. WBL is an NRC system that is hosted externally and is used by materials licensees. It serves as a repository for nationwide license information from both NRC and Agreement States.

C.2 SCOPE & OBJECTIVES

The Contractor shall provide IV&V services that include quality assurance monitoring and analyses across all MDM activities to ensure the MDM Program fulfills its mission, and the Solution (product, design, specifications, and system) meets the requirements in the MDM Functional Requirements Document.

The Contractor shall support the NRC in determining the correctness and reliability of the MDM Program, which includes other agency initiatives / operations that impact the MDM Program.

This BPA Call falls within the scope of BPA contract entitled "Information Technology Solutions– Independent Verification and Validation Support Services," under Section 6 Requirements of the Statement of Work (SOW) paragraph 6.1 Independent Assessments and Studies, paragraph 6.7 Design and Development Review, and paragraph 6.8 System and Acceptance Testing.

The objective of this BPA Call is to obtain IV&V support services and analyses to the NRC for the redesigned MDM solution and program. The scope of the Contractor's analyses includes the operational environment, hardware, software, interfacing applications, security, documentation, business process stakeholders and users for the purpose of ensuring that the MDM Solution is well engineered and developed in accordance with customer requirements as determined by the BPA Call COR / Alternate COR.

The objectives of this BPA Call include, but are not limited to:

- Promoting early detection of project/product variances.
- Enhancing management insight into processes and product risk.
- Supporting project life cycle processes to ensure compliance with regulatory, performance, schedule, and budget requirements.
- Validating the MDM Program's operations and processes and the MDM Solution's development and implementation to ensure compliance with defined requirements.

The Contractor's IV&V analyses and findings shall assist the BPA Call COR / Alternate COR and relevant stakeholders in determining if the MDM Program is accomplishing its mission and satisfying internal customer requirements, and the MDM Solution is meeting the requirements specified in the MDM Functional Requirements Document, which will be provided to contractor by BPA Call COR/Alternate Call after it is finalized.

MDM Verification Task Overview:

The Contractor shall review and examine the MDM Program's processes with the goal of preventing omissions, identifying problems, and ensuring the MDM Solution is being developed correctly. Verification activities include, but are not limited to, the following:

- Verification of requirements against defined specifications;
- Verification of design against defined specifications;
- Verification of product code against defined standards;
 - Check the sanity of the code, algorithms used and documentation, etc., with the primary concern of verifying and ensuring proper use of syntax throughout the project's products;
 - Code reviews – Systematic examination of the product's source code;
 - Inspections – Peer review of work products and documentation;

- Walkthroughs – Inspecting source code by following logical paths through the algorithms or code as determined by input conditions and choices made along the way.

MDM Validation Task Overview:

The Contractor shall establish documented evidence that provides a high degree of assurance that the MDM Program is fulfilling its mission and the MDM Solution meets the requirements in the MDM Functional Requirements Document and accomplishes its intended purpose.

Validation activities include but are not limited to the following:

- Requirements definition validation
- Design and functionality conform to requirements
- Data is treated correctly, and that test results are accurate.
- Dynamic testing approaches that test by examining the product's physical response to changing variables
- Unit testing
- Integration testing
- Function testing
- System testing
- User acceptance testing
- Black-box testing of product functionality to obtain release acceptance

C.3 PERFORMANCE REQUIREMENTS

The Contractor shall perform independent verification and validation services for the MDM program. The specific activities are listed below:

Activity # 1: MDM EDMS Redesign Sprint 4 IV&V Activities (Base Period)

- The Contractor shall oversee and conduct a comprehensive review of Sprint 4 deliverables.
- The Contractor shall ensure to review Data conversion approach.
- The Contractor shall ensure Data conversion is executed based on the data conversion approach.
- The Contractor shall perform Data conversion testing.
- The Contractor shall complete all the EMDS Redesign security documentation and accreditation that is in alignment with all the tasks from Sprint 4.
- The Contractor shall deliver a Work Break Down Structure of the work that will be performed.

- The Contractor shall deliver a Quality Control Checklist along with their proposal of how they are going to go about ensuring defects are corrected.

Activity # 2: MDM EDMS Redesign Sprint 5 IV&V Activities (Base Period)

- The Contractor shall oversee and conduct a comprehensive review of Sprint 5 deliverables.
- The Contractor shall ensure to review the import/providers processes design accordance with the system design.
- The Contractor shall ensure the import/providers processes design is implemented based on the import processes design.
- The Contractor shall ensure import/providers processes are incorporated into the EDMS Redesign Requirements and Design Documents as necessary.
- The Contractor shall participate in all the import/providers Focus Group meetings.
- The Contractor shall complete all the EMDS Redesign security documentation and accreditation that is in alignment with all the tasks from Sprint 5.

Activity # 3: MDM EDMS Redesign Sprint 6 IV&V Activities (Base Period)

- The Contractor shall oversee and conduct a comprehensive review of Sprint 6 deliverables.
- The Contractor shall ensure to review the Subscribing System views design accordance with the system design.
- The Contractor shall ensure the Subscribing System views design is implemented based on the Subscribing System views design.
- The Contractor shall ensure Subscribing processes are incorporated into the EDMS Redesign Requirements and Design Documents as necessary.
- The Contractor shall participate in all the Subscribers Focus Group meetings.
- The Contractor shall complete all the EMDS Redesign security documentation and accreditation that is in alignment with all the tasks from Sprint 6.

Activity # 4: MDM EDMS Redesign Subscribing Views User Acceptance Testing (UAT) IV&V Activities (Base Period)

- The Contractor shall oversee and conduct a comprehensive review of Subscribing Views User Acceptance Testing (UAT) deliverables.
- The Contractor shall ensure to review the UAT Test Scripts based on the requirements documents.
- The Contractor shall perform Subscribing Views UAT.
- The Contractor shall review Subscribing Views UAT Results.
- The Contractor shall complete all the EMDS Redesign security documentation and accreditation that is in alignment with all the tasks from Activity #4.

Activity # 5: MDM EDMS Redesign User Acceptance Testing for GUI Site IV&V Activities (Base Period)

- The Contractor shall oversee and conduct a comprehensive review of all the deliverables of Activity #5.

- The Contractor shall review test scripts for the UAT for the GUI.
- The Contractor shall review all the UAT for the GUI test results.
- The Contractor shall complete all the EMDS Redesign security documentation and accreditation that is in alignment with all the tasks from Activity #5.

Activity # 6: MDM EDMS Redesign Documentation IV&V Activities (Base Period)

- The Contractor shall oversee and conduct a comprehensive review of all EDMS Redesign Documentation.
- The Contractor shall participate in all the documentation peer reviews.
- The Contractor shall complete the EDMS Redesign final Re-certification Security Authorization to Operate (ATO).

Activity # 7: IV&V Ongoing Technical Support & Governance Support for the MDM Program and MDM Solution (Option Period 1)

The Contractor shall provide the following support:

- The Contractor shall provide IV&V support services to establish and maintain quality assurance (QA) processes. The Contractor shall oversee and conduct a comprehensive review of the MDM solution processes and deliverables. The Contractor shall provide independent analysis and oversight recommendations to the BPA Call COR / Alternate COR.
- The Contractor shall oversee the following areas, which include, but are not limited to: (1) Research and Analysis; (2) Quality Assurance; (3) Data Assurance; (4) Business Process; (5) Technical Design; (6) Developer Process; (7) Integration Review; (8) Release Testing; (9) Configuration Management; (10) System Security Accreditation; and (11) Data Repository.
- The Contractor shall maintain all the EMDS Redesign security documentation and accreditation updates that are in alignment with all Operation and Management (O&M) monthly or quarterly updates.
- The Contractor shall provide oversight of all the governance bodies. The MDM Program will operate under the governance of an Executive Steering Committee (ESC), an Integrated Project Team (IPT), and an MDM Configuration Control Board (CCB). The CCB conducts three types of reviews: (1) investment reviews; (2) verification and pre-release reviews; and (3) authorization for release reviews. The Contractor shall provide quality assurance reports and recommendations on the operations of the governance bodies and presented to the BPA Call COR / Alternate COR.
- The Contractor shall provide support to the Integrated Project Team reviews, which will include presentation and reviews by the Contractor of the IV&V Oversight Reports and IV&V Summary Reports.

- The Contractor shall provide support to the MDM CCB reviews, which will include presentation and reviews by the Contractor of the IV&V Oversight Reports and IV&V Summary Reports.

C.3 ESTIMATED LEVEL OF EFFORT

Level of Effort (in hours). The estimated number of hours required are as follows:

	Base Period	Option Period 1	Total Hours
Estimated Hours			1542

C.4 DELIVERABLES

The following deliverables must be submitted in a Word format to the BPA Call COR/ACOR

Each of the deliverables listed below shall be submitted in a draft version to BPA Call COR/ACOR 10 days before the final due date.

Activities	Service/Deliverables	Due Date
Activity #1	Sprint 4 1. A Work Break Down Structure (WBS) of the work that is going to be performed in all the activities listed in the Deliverables table including all the Security Documentation and Accreditation deliverables tasks. 2. Quality Control Checklist (see C.5 for details) 3. Data Conversion Plan and Test Results Document Review and Recommendations	Item 1 & 2 must be submitted to the BPA COR/ALT COR no later than 10 working business days after the contract is awarded. Item 3 no later than 5/24/2019
Activity #2	Sprint 5 1. Providers Processes Design Review and Recommendations Document	No later than 6/21/2019
Activity #3	Sprint 6 1. Subscribing System views Design Review and Recommendations Document	No later than 7/19/2019
Activity #4	Subscribing Views User Acceptance Testing (UAT) 1. UAT Test Scripts Review and Recommendations Document 2. Subscribing View UAT test results Document	No later than 8/23/2019
Activity #5	User Acceptance Testing for GUI Site 1. UAT testing review and recommendations Document 2. GUI UAT Test Results Document	No later than 9/20/2019
Activity #6	Redesign Documentation 1. Documentation Review and	No later than 10/15/2019

	Recommendations Document 2. EDMS Redesign Re-certification Authorization to Operate (ATO) final letter	
Activity #7	Ongoing Technical Support & Governance Support 1. Change Request Analysis Document, Application Code changes Test Result Document, Application Security Documentation Updates 2. Monthly Report	Ongoing for the life of the BPA Call – Must be completed within ten (10) business day of the BPA Call COR's / Alternate COR's request. Must be submitted to the BPA Call COR / Alternate COR by the last Friday of every month.

C.5 QUALITY CONTROL

The Contractor shall develop and maintain a complete Quality Control Plan (QCP) to ensure that the requirements of the BPA Call are performed in accordance with this SOW. The QCP shall describe the methods for identifying, preventing, and ensuring any defective services are corrected before the Contractor's level of performance becomes unacceptable. The Contractor shall deliver a Quality Control Checklist along with their proposal of how they are going to go about ensuring defects are corrected.

C.6 PLACE OF PERFORMANCE

The work will be performed on-site at NRC Headquarters, 11555 Rockville Pike, Rockville, Maryland.

The Contractor shall coordinate with the COR/ACOR to work in a remote location if it is necessary in a manner that will provide maximum responsiveness to NRC's requirements.

C. 7 SECURITY

The work is not classified.

C. 8 SPECIAL QUALIFICATIONS

The NRC would like to see the proposed team as a whole should have following skillsets

- a. Service-Oriented Architecture (SOA)
- b. Service-Oriented Architecture Middleware development
- c. Enterprise Service Bus (ESB)
- d. Client server technologies and
- e. PowerBuilder

- f. Sybase Database and Transaction SQL
- g. ColdFusion
- h. Data migration from Sybase to other relational databases like SQL Server etc
- i. Database technologies
- j. Applications development
- k. Code analysis
- l. Document review
- m. .NET
- n. Java
- o. Relational database design
- p. Structured Query Language (SQL)
- q. Stored Procedure development and analysis
- r. Testing
- s. Jazz toolset
- t. Agile development models
- u. Web services
- v. Microsoft Technologies
 - i) SQL Server
 - (1) Master Data Services (MDS)
 - (2) Data Quality Services (DQS)
 - (3) SQL Server Integration Services (SSIS)
 - (4) SQL Server Reporting Services (SSRS)
 - (5) SQL Server Analytic Services (SSAS)
 - ii) Net Framework
 - (1) Windows Communication Foundation (WCF)

C.9 SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established information technology accessibility standards for the federal government. Section 508(a)(1) requires that when federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a federal department or agency. Section 508 text is available at

<http://www.opm.gov/HTML/508-textOfLaw.htm> or
<http://www.section508.gov/>

All Electronic and Information Technology (EIT), as defined at FAR 2.101, supplied under this contract/order must conform to the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology Accessibility Standards (36 CFR Part 1194). The applicable standards are available at: <http://www.access-board.gov/sec508/guide/index.htm>.

The following standards are applicable to this contract/order:

- Software Applications and Operating Systems (1194.21)
- Web-based Intranet and Internet Information and Applications(1194.22)
- Telecommunications Products (1194.23)
- Video and Multimedia Products (1194.24)
- Self-Contained, Closed Products (1194.25)
- Desktop and Portable Computers (1194.26)

SECTION D - Packaging and Marking

D.1 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Information Officer, under Contract/order number: NRC-HQ-10-15-A-0005 / 31310019F0010.

(End of Clause)

D.2 PACKAGING AND MARKING

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 / Alternate COR.

(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 (BPA CALL COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables: See section C.4 of the Statement of Work.

(End of Clause))

SECTION F - Deliveries or Performance

F.1 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on May 1, 2019 and will expire on October 31, 2019. There is also one (1) one-year option period.

Base Period: 05/01/2019 to 10/31/2019

Option Period 1: 11/01/2019 to 10/31/2020

(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: BPA Call COR / Alternate COR.

(End of Clause)

SECTION G - Contract Administration Data**G.1 CONTRACTING OFFICERE REPRESENTATIVE**

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

Name: Sandra Valencia
Phone: 301-415-8701
Email: Sandra.Valencia@nrc.gov

Alternate COR

Name: Melissa Ash
Phone: 301-415-7251
Email; Melissa.Ash@nrc.gov

(b) Performance of the work under this BPA Call is subject to the technical direction of the BPA Call 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 Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the BPA Call 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 BPA Call, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the BPA Call.

(c) Technical direction must be within the general statement of work stated in the BPA Call. The BPA Call 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 BPA Call.

(2) Constitutes a change as defined in the "Changes" clause of the Contractor's GSA Federal Supply Schedule contract upon which the Contractor's BPA and this BPA Call are based.

(3) In any way causes an increase or decrease in the total estimated BPA Call cost or the time required for BPA Call performance.

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

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

- (d) All technical directions must be issued in writing by the BPA Call COR or must be confirmed by the BPA Call COR in writing within ten (10) working days after verbal issuance.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the BPA Call COR in the manner prescribed by this clause and within the BPA Call COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the BPA Call 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 BPA Call accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate BPA Call 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 BPA Call COR or others 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 BPA Call.
- (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 BPA Call 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 BPA*To be incorporated into any resultant contract

(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 contract:

Facilities: (If applicable) The Government will provide the Contractor's staff with onsite work space that includes cubicle/desk space, telephone, computer, and other items necessary to perform the work outlined in this SOW.

Equipment: (If applicable) The Government will provide onsite access to a scanner/copy machine, fax machine, and network printer.

Computer Access: IT Level 1 access for each onsite resource: LAN account, appropriate network access, email access, and iLearn access.

At the end of this BPA Call, disposition of GFP shall be in accordance with FAR 52.245-1, Government Property.

(b) 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.

(End of Clause)

H.2 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (OCT 1999)

The contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that, unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

(1) Encouraging a potential contractor to incur costs before receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

H.3 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.4 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)

Prior to occupying any Government provided space at NRC Headquarters in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the BPA Call Contracting Officer's Representative (COR) / Alternate COR, from the Chief, Space Design Branch, Office of Administration. 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

(End of Clause)

SECTION I - Contract Clauses**I.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2019)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(10) (Reserved)

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (AUG 2018) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
 - (ii) Alternate I (JUL 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (ii) Alternate I (JUL 2014) of 52.222-36.
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (OCT 2015) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-16.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

(iii) Alternate II (FEB 2006) of 52.247-64.

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

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [] (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(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 any time prior to contract 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 any time prior to contract expiration. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

(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 contract beyond October 31, 2019. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond October 2019, 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 52.232-22 LIMITATION OF FUNDS. (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the

funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause (1) the Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract and (2) the Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) The amount previously allotted by the Government or (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

I.6 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 COR 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.7 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

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

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

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services

required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

(End of clause)

I.9 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (SEP 2013)

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

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. §1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

The EIT is for a national security system.

The EIT is acquired by a contractor incidental to a contract.

The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

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

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www.section508.gov for additional guidance.

(End of Clause)

I.10 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.acquisition.gov/far>

- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)
- 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)
- 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)
- 52.232-1 PAYMENTS. (APR 1984)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

SECTION J - List of Documents, Exhibits and Other Attachments

J.1 List of Documents, Exhibits, and Other Attachments

Attachment Number	Title
Attachment 1	Security Clauses
Attachment 2	Billing Instruction's for Firm Fixed Price Type Contracts
Attachment 3	IV&V MDM Cost Price Spreadsheet