

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.


1. DATE OF ORDER 05-06-2005		2. CONTRACT NO. (if any) GS35F0530J		6. SHIP TO:	
3. ORDER NO. DR-33-05-346		MODIFICATION NO.		4. REQUISITION/REFERENCE NO.	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555				b. STREET ADDRESS Attn: Michael Williams, M/S T6C30 OIS/BPIAD/ATDB	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR RULAND ASSOCIATES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 51 REBELS ROOST COURT RR2 BOX 967				Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY HARPERS FERRY WV 254250967		e. STATE		f. ZIP CODE	
9. ACCOUNTING AND APPROPRIATION DATA 510-15-5F1-325 J1206-1 252A 31X0200.510 Obligate: \$100,000				10. REQUISITIONING OFFICE CIO OIS/BPIAD/ATDB	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) See attached	16. DISCOUNT TERMS N/A
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The U.S. Nuclear Regulatory Commission hereby accepts Ruland Associates, Inc offer dated April 26, 2005, as revised by email dated April 28, 2005, to perform the attached statement of work for the Technology Assessment Center at the prices listed in the attached price schedule.</p> <p>This is a fixed unit price type order with a ceiling amount for the base year of \$164,645.39. The period of performance of this order shall be from May 16, 2005 through May 15, 2006.</p> <p>The initial amount obligated with respect to this order is \$100,000 as shown in Block 9 above.</p> <p>DUNS #874779820</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$164,645.39	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						\$100,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-33-05-346)							
c. CITY Washington			d. STATE DC	e. ZIP CODE 20555				

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Barbara D. Meehan Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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OPTIONAL FORM 347 (REV. 3/2005)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(i)

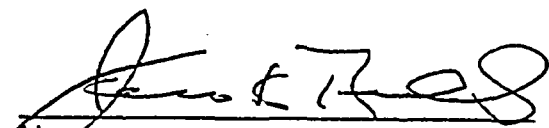
TEMPLATE - ADM001

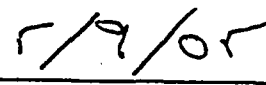
SISP REVIEW COMPLETE

ADM002

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute three copies of this document in the spaces provided below and return two copies to the NRC Contracting Officer. You should retain the third copy for your records.

ACCEPTED:


Name


Date

Title:

A.1: SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

Project Title: Technology Assessment Center Support Contract

<u>Labor Category</u>	<u>Labor Rate</u>	<u>Estimated Hours</u>	<u>Total Est. Price</u>
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Base Year:

Senior Network Engineer	[REDACTED]		\$157,873.18
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Project Manager	[REDACTED]		\$ 5,587.52
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Technical Writer	[REDACTED]		\$ 1,184.69
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Senior DBA	[REDACTED]		
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Base Year Total: \$164,645.39 (ceiling)

Optional Year One:

Senior Network Engineer	[REDACTED]		\$162,962.93
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Project Manager	[REDACTED]		\$ 5,767.76
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Technical Writer	[REDACTED]		\$ 1,222.79
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Senior DBA	[REDACTED]		
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Optional Year 1 Total: \$169,953.48(ceiling)

Optional Year Two:

Senior Network Engineer	[REDACTED]		\$168,203.97
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Project Manager	[REDACTED]		\$ 5,953.32
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Technical Writer	[REDACTED]		\$ 1,262.16
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Senior DBA	[REDACTED]		
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Optional Year 2 Total: \$175,419.45(ceiling)

Optional Year Three:

Senior Network Engineer	[REDACTED]		\$173,627.64
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Project Manager	[REDACTED]		\$ 6,145.00
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Technical Writer	[REDACTED]		\$ 1,302.83
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Senior DBA	[REDACTED]		
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Optional Year 3 Total: \$181,075.47(ceiling)

Grand Total: \$691,093.79 (ceiling)

*See attached pricing proposal dated 4/26/05 for breakdown in dates for different prices within the same contract year.

B.1 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this order (ceiling) is \$164,645.39.

(b) The amount presently obligated with respect to this order is \$100,000. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.2 PERIOD OF PERFORMANCE

This order shall commence on the date shown in Block 17(B) of Optional Form 347 and will expire one year thereafter. The term of this order may be extended at the option of the Government for three additional one-year periods.

B.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

Notwithstanding any other clause in this contract or task order, including the clause at FAR § 52.217-9, Option to Extend the Term of the Contract, the Government may extend the term of this contract by modification. The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

B.4 STATEMENT OF WORK

1.0 BACKGROUND

The NRC's mission is to regulate the nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. In support of this mission, the NRC's Office of Information Services, Assurance and Technology Direction Branch (ATDB) is responsible for the following major functions:

- a. Developing, planning, and implementing the agency's Enterprise Architecture (EA) program.
- b. Ensuring that IT/IM projects are aligned with the agency's Enterprise Architecture and with the Federal Enterprise Architecture.
- c. Establishing information technology direction and standards to support the agency's mission and program goals.
- d. Liaison with internal and external customers to understand business needs and to identify opportunities where IT/IM may be used to make their activities more effective and efficient.

e. Supporting and maintaining separate technology lab environment for prototype and pilot programs.

f. Performing technology assessments, white papers, and pilots for new and emerging technologies.

2.0 OBJECTIVE

The contractor shall provide all necessary personnel, materials, hardware, software, labor, supplies, equipment, travel, and other direct costs necessary to accomplish the performance of the functions described below.

3.0 SCOPE OF WORK

ATDB requires support in the following two areas: Program Management and Technology Lab Support. These two areas are clarified in the subsections listed below:

3.1 Program Management

The Contractor shall provide program management support in the following areas.

a. Contract Order Meetings and Reports

The Contractor shall provide status briefings as required by the client. In addition, the Contractor shall provide monthly reports that describe the contract progress to date. At a minimum, the monthly report shall include accomplishments during the current reporting period,

accomplishments planned for the next reporting period, and any issues affecting progress or performance capability. In addition, the status report shall address all staffing resources used by labor category and hours.

b. Program Administration and Management

The Contractor shall provide program management services and be responsible for overall program management. This category of services includes, but is not limited to: program management support, developing and implementing program level plans, schedule management, quality assurance, and staff hour and cost management accounting and reporting. The Contractor shall include an up-to-date status of all deliverables with completed and scheduled delivery dates with each monthly report.

3.2 TECHNOLOGY LAB SUPPORT

The Contractor shall provide a full-time IT network engineer for hardware and software support

of the NRC Technology Lab, or TAC. The lab consists of approximately 30 devices, including Wintel and Unix/Linux systems as well as Cisco network infrastructure. The lab environment is used for testing and assessing new and emerging technologies, and for the transfer of those technologies to the NRC production environment.

The engineer will be responsible for configuration, testing, security, integration, installation, documentation, operation and maintenance of the networks and computers (hardware and software). This includes system installation, hardware/software support, problem tracking and reporting, hardware/software inventory, tracking of software licensing and support agreements, and other support duties as required.

The engineer should have exceptional interpersonal skills, and the ability to work in teams because he/she will frequently have to coordinate with customers both external and internal to the Office of Information Services (OIS), as well as other contractors.

The current network infrastructure includes Cisco routers and switches and a Checkpoint firewall. The computing hardware that makes up the NRC's current high-performance UNIX environment includes UNIX-based computers from most major UNIX computer manufactures; however, 75% of NRC's UNIX computers are Sun workstations. On the Windows/Intel side, most of the machines are Intel Pentium-class.

Operating systems now used in the TAC include: Sun Solaris, Red Hat Linux, Novell NetWare 6, and Microsoft Windows 2000/2003/XP. The databases used are Sybase and Microsoft SQL Server. Software in support of the TAC includes but is not limited to Corel WordPerfect Office, Microsoft Office, Microsoft Terminal Server, Citrix MetaFrame, Macromedia ColdFusion, BIND, and Checkpoint Firewall-1. However, the NRC and the TAC environment are constantly evolving and will continue to introduce new types of hardware and software applications.

It is expected that the engineer shall have substantial knowledge in the fields of Computer Science and/or Software Engineering. This expertise shall include, but not be limited to information management systems, multimedia systems, voice and video conferencing, World Wide Web (WWW) clients, WWW servers, TCP/IP, standard network protocols, hypertext markup language (HTML) and Standard Generalized Markup Language (SGML). The experience should be evidenced by advanced academic achievement, extensive experience, or equivalent. The engineer must be knowledgeable and experienced in designing, configuring, testing, integrating, installing and maintaining high performance computer systems and other new and emerging technologies, including all hardware, software, telecommunications, peripherals, and associated supplies.

The engineer will be required to possess design skills and experience sufficient to assist with configuration, testing, implementation, installation, demonstration and operations. The engineer will be required to install, integrate and maintain a dynamic variety of workstations and operating systems. The engineer must know appropriate terminology, machine types, software installation, kernel configuration, performance and tuning concepts, and diskless client support, and understand basic network programming concepts and techniques (e.g., OSI 7 layer model, how to use communications protocols, TLI, RPC, network and computer security, and

integrating network applications with the operating system). The engineer will be responsible for providing network integrity, security, and throughput, for assuring interconnectivity and interoperability, and for providing system integrity and security.

The engineer shall also provide administrative support to the NRC. This shall include: tracking of software licenses, support agreements, ordering consumable supplies, and other administrative support duties as required. The contractor shall facilitate and support configuration of computers and networks, configuration of computer and network security, setting up rooms, and coordinating support among QATD and other OIS counterparts to support assessments, tests, and demonstrations.

The engineer shall develop and maintain system documentation, procedures, inventory information, and operational plans as required. The support shall include developing and maintaining hardware/software inventory records and documentation for individual systems, office configurations, network configurations, and other documentation as required. He/she shall prepare procedures for the operational and maintenance support of the hardware, software, and peripherals, including recordkeeping.

The support shall include, but not be limited to:

- a. Prepare plans for, and implement new IT systems, and new IT application environments.
- b. Configure and install IT resources, including hardware, software (including upgrades and patches), network and peripherals.
- c. Maintain connections and cables between CPU's and supporting peripherals. Configure new hardware into existing IT system environment networks.
- d. Coordinate with other NRC/OIS organizations as necessary.
- e. Install, configure, and support Cisco, Checkpoint, UNIX, and Wintel hardware, operating systems, and application software as well as supporting hardware such as scanners and printers.
- f. Test all IT installations, IT upgrades, or reconnected equipment and IT software in an NRC-approved manner.
- g. Maintain documentation of activities as directed.
- h. Provide systems, operational and maintenance support for the Quality Assurance and Technology Direction (QATD) Branch. This support shall be coordinated with the Network Operations Center (NOC) and other NRC contractors.
- i. Provide user support associated with network access, use of network services, and Internet access, including use of FTP, Telnet, and access and utilization of selected

applications as identified by the NRC.

j. Provide problem or fault identification, problem tracking, and resolution, and maintenance of all NRC UNIX and Wintel network infrastructure and components, including, if directed by the NRC, the NRC's Internet Security System.

k. Coordinate LAN Administration services, including monitoring and managing file server disk space, and performing backups.

l. Coordinate and assist OIS staff and Contractors in implementing connectivity initiatives and testing new versions of operating systems and hardware, software, and peripherals.

m. Develop and maintain a complete inventory of all TAC IT hardware and IT software. Conduct audits to verify inventory information.

n. Document and maintain a listing and graphic representation of the TAC IT environment.

o. Develop an Archival and Retrieval Plan for IT system and IT application data backup and recovery for the TAC as required.

p. Develop and maintain IT design and IT configuration information.

q. Participate in IT assessments, IT tests, and IT demonstrations. Provide documentation as directed.

r. Maintain IT hardware and IT software maintenance agreements or contracts.

s. Notify users of scheduled downtime, upgrades, system changes, etc.

t. Track IT software licenses.

The Contractor shall include an updated List of Deliverables with completed or scheduled delivery dates with each monthly report.

4.0 Quality Control

The contractor shall provide a description of their Quality Control plan to the client. Unsatisfactory work - Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, may be at contractors' own expense and without additional reimbursement by the Government.

5.0 Sub-Contracting

The Contractor shall provide the NRC - Vendor information on all Sub-contractors being considered for work under this Contract. The NRC shall have vendor approval authority for any Sub-contractors being considered. The total percentage allowed for Sub-contracting under this Contract will be 40%.

B.5 PLACE OF PERFORMANCE

The contractor shall perform work at NRC Headquarters, 11545 & 11555 Rockville Pike, Rockville, MD 20852, as long as space is available. Office space, phones, desks, computers, and office supplies will be provided for contractor(s) use while at the NRC site. If NRC, at any time during this contract, determines that there is no available office space for contractor(s) use then it will be necessary for the contractor to provide an off-site location.

B.6 DELIVERABLES/REPORTING REQUIREMENTS

The contractor shall provide an electronic and hard copy of the monthly written status report, to the NRC Contracting Officer and the Project Officer, containing project cost information (projected and current), and an up-to-date status of all deliverables with completed and scheduled delivery dates with each monthly report.

In addition to the applicable requirements, the contractor shall provide the following deliverables and reports.

a. The contractor shall bring problems or potential problems affecting performance to the attention of the Project Officer (PO) as soon as possible. Verbal reports shall be followed up with written reports when directed by the PO.

b. The contractor shall notify the PO when 75% of the amount of the contract has been expended.

Delivery Instructions. All deliverables shall be delivered to the PO in electronic and hard copy.

B.7 INSPECTION AND ACCEPTANCE

In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor notified of the PO's findings within 5 work days of normally scheduled review. If the deliverables are not acceptable, the PO will notify the Contracting Officer immediately.

B.8 SECURITY

Unclassified. All documentation required for security certification will be the responsibility of the contractor and the client organization. A Type II Security Clearance is required for this effort.

a. Security/Classification Requirements Form. The NRC Form 187 furnishes the

basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

- b. It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the delivery order and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the delivery order continue to be applicable to the matter retained.
- c. In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
- d. Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.
- e. Definition of National Security Information. The term National Security Information,

as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

- f. **Definition of Restricted Data.** The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- g. **Definition of Formerly Restricted Data.** The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.
- h. **Security Clearance Personnel.** The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- i. **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)
- j. **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- k. **In performing the delivery order work,** the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.
- l. **Site Access Badge Requirements.** During the life of this contract, the rights of

ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this delivery order require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of delivery order work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

- m. Security Requirements for Information Technology Services. The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

Contractor Security Requirements for Level I

Performance under this delivery order will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based

on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a delivery order requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/ DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this delivery order by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

Contractor Security Requirements for Level II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this delivery order as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a delivery order requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

- n. Cancellation or Termination of IT Access/Request. When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the PERSEC/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the PERSEC/DFS. Additionally, PERSEC/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC Personnel Security Program.

B.9 KEY PERSONNEL

The following individuals are considered as "key" to this effort:



NOTE: Key personnel may not be added nor removed from the project without express approval of the Project Officer. The contractor agrees that key personnel may not be removed from the contract work or replaced without compliance with paragraphs (1) and (2) of this clause.

1. 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.
2. 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.

3. If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become available 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 order, the order 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)

B.10 RECORDS/DATA. FAR 52.227-14, "Rights in Data-General (June 1987)"

FAR 52.227-14 is applicable and hereby incorporated by reference into this order, with the addition of the following terms:

"However and in addition thereto, the contractor understands and agrees that copyright of data first developed or produced in the performance of this order(s) shall be subject to obtaining permission and approval from the government contracting officer and is further subject to granting the government with a free paid up, world wide, irrevocable license to use, copy, release, duplicate, distribute, and disseminate the data for governmental purposes and to further allow the government the right to use, copy, release, duplicate, distribute, and disseminate the data to participants, interested parties, litigants and members of the public that the government deems necessary to fulfill its statutory, regulatory and policy obligations."

**B.11 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION
TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS
(MARCH 2002)**

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

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

B.12 GOVERNMENT FURNISHED ITEMS

The Government shall provide the following: Office space, phones, desks, infrastructure (firewall, routers, switches, servers, computers), and office supplies will be provided for contractor(s) use while at the NRC site.

B.13 508 COMPLIANCE

The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, 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 do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following websites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

B.14 INCORPORATION BY REFERENCE OF FAR CLAUSES:

FAR 52.232-7, "PAYMENTS UNDER TIME AND MATERIAL AND LABOR HOUR CONTRACTS"

FAR 52.232-18, "AVAILABILITY OF FUNDS"

FAR 52.232-19, "AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR"

B.15 BILLING INSTRUCTIONS (See attachment 2)

B.16 PROJECT OFFICER AUTHORITY

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

Name: Michael Williams

Address: U.S. Nuclear Regulatory Commission, OIS/BPIAD/ATDB, Mail Stop: T-6C30,
Washington, DC 20555

Telephone Number: 301-415-7827

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

1. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.
2. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

3. Review and, where required by the order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the order.
- (C) Technical direction must be within the general statement of work stated in the order. The project officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of work outside the general scope of the order
 2. Constitutes a change as defined in the "Changes" clause of the GSA contract.
 3. In any way causes an increase or decrease in the total fixed price or the time required for performance of any orders.
 4. Changes any of the expressed terms, conditions, or specifications of the order.
 5. Terminates the order, settles any claim or dispute arising under the order, or issues any unilateral directive whatever.
- (D) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the CO.
- (E) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (F) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the CO in writing within five (5) working days after the receipt of any instruction or direction and shall request the CO to modify the order. Upon receiving the notification from the contractor, the CO shall issue an appropriate modification or advise the contractor in writing that, in the CO's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (G) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the order.
- (H) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.
- (I) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
1. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO 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 CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under orders.
4. Assist the contractor in obtaining the badges for the contractor personnel.
5. Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

B.14 PERFORMANCE REQUIREMENTS SUMMARY (See attached Evaluation Form)

Contract Requirement

Performance of Statement of Work

Performance Standard

At least a satisfactory rating for performance of each requirement

Surveillance Method

Evaluation by Project Officer

Deduction/Incentive

Performance reflected in past performance survey/evaluation

Attachments:

1. Billing Instructions
2. Performance Evaluation Form
3. NRC Form 187

BILLING INSTRUCTIONS:

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5,000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office:

U.S. Nuclear Regulatory Commission
 Division of Accounting and Finance GOV/COMM
 Mail Stop T-9H4
 Washington, DC 20555

Frequency: The contractor shall submit a voucher or invoice monthly only after the NRC's acceptance of services rendered or products delivered in performance of the delivery order unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

1. BPA/Contract number and delivery order number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

For labor-hour delivery orders with a ceiling, provide a breakdown by task of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist	100	35.00	\$3,500.00	500	\$ 17,500.00
Engineer	100	25.00	\$2,500.00	100	\$ 2,500.00
Totals:			\$6,000.00		\$ 20,000.00

Invoices for the order shall be broken down by task. You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all tasks. The summary must contain the cumulative amount invoiced to date.

6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From:	From:	
To:	To:	\$

Provide supporting documentation (receipts) for travel expenditures in excess of \$75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order: If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the order may not exceed the total U.S. dollars authorized under the order.

Supersession: These instructions supersede any previous billing instructions.

Contractor Performance Evaluation Federal Acquisition Regulation 42.15, Contractor Performance Information Contract Number NRC-_____ Evaluation Period: From mm/dd/yy To mm/dd/yy		
1. Contractor Project Manager Name (Identify Division, if applicable) Company Name: _____ Company Address: _____		
2. NRC Project Officer Name: Michael Williams		
3. Brief Description of Requirement: Technology Assessment Center Support Contract		
4. NRC Project Officer Evaluation (Blocks 4a through 4d, as appropriate)		
4a. Technical Performance (Quality of Product or Service)	Performance of the following major requirements will be the primary basis for this rating: 1) Install/update anti-virus and anti-spam definitions of TAC workstations / servers within two business days of notification by the anti-virus anti-spam software vendor. 2) Install/update TAC infrastructure security patches (or vendor work-around) within three business days of notification by U.S. DOE-CIAC. 3) Perform TAC infrastructure backups every three business days. Data restoration and validation testing shall be performed monthly. 4) Implement new / updated TAC firewall rulesets within three business days of request by the TAC Project Manager. 5) New operating system and/or software shall be setup/configured within three business days of request by the TAC Project Manager.	5 3 1
4b. Schedule/Timeliness	Performance of the following major requirements will be the primary basis for this rating: 1) Install/update anti-virus and anti-spam definitions of TAC workstations / servers within two business days of notification by the anti-virus anti-spam software vendor. 2) Install/update TAC infrastructure security patches (or vendor work-around) within three business days of notification by U.S. DOE-CIAC. 3) Perform TAC infrastructure backups every three business days. Data restoration and validation testing shall be performed monthly. 4) Implement new / updated TAC firewall rulesets within three business days of request by the TAC Project Manager. 5) New operating system and/or software shall be setup/configured within three business days of request by the TAC Project Manager. Comments	5 3 1

Contractor Performance Evaluation Federal Acquisition Regulation 42.15, Contractor Performance Information Contract Number NRC-_____ Evaluation Period: From mm/dd/yy To mm/dd/yy		
4c. Business Relations/ Customer Satisfaction	Comments 	5 3 1
4d. Total Score (Sum of Scores from each area) 0.00 Mean Score (Add the ratings above and divide by the number of areas rated) 0.00		
4e. Would you select this firm again? (Final Evaluation only. To be answered during contract closeout) YES () NO ()		
5. Contractor's Review: () No comments necessary () See attached comments		
6. Contracting Officer Review of Contractor Comments: () No comments received within the 30 day review period. A re-assessment of ratings assigned in Block 4e is not required. The report is finalized. () Contractor comments were received and a meeting was held to resolve comments. See attached meeting notes. () Contractor comments were reviewed at a level above the Contracting Officer. See attached review. See Block 8 for Final Ratings		
7. Completed Ratings: Ratings assigned in Block 4 have been reassessed based on contractor comments and agency review are reflected below: Technical Performance _____ Cost Control _____ Schedule/Timeliness _____ Business Relationship _____ Mean Score: 0.00		
8. Contracting Officer Name: _____ Contracting Officer Signature: _____ Date: mm/dd/yy		

Release of information: This Contractor Performance Report may be used to support future award decisions, and will be treated as source selection information in accordance with FAR 42.1503(c). This performance evaluation shall not be retained to provide source selection information for longer than three years after completion of contract performance.

FOR OFFICIAL USE ONLY

Instructions for completing the Annual Contractor Performance Evaluation form
(Policy guidance is provided in the contract clause, "Annual and Final Contractor Performance Evaluations")

Blocks 1 through 3 are filled out by the Contract Specialist.

Blocks 4a thru 4e are filled out by the NRC Project Officer

The Project Officer shall rate only those areas in Blocks 4a through 4d which correspond to a related contractual requirement and for which sufficient information is available. Project Officer comments are only required for those ratings which are above or below the middle value on the rating scale provided below. Project Officer comments for a rating above the middle value should describe how the contractor's performance exceeded the norm; comments below the middle value should explain deficiencies or indicate areas for improvement.

Block 5 is filled out by the Contractor. Contractor comments, as appropriate, must be received by the Contract Specialist before the close of the 30 day review period set by the Contracting Officer.

Block 6 is filled out by the Contracting Officer.

Block 7. The NRC Project Officer may make changes to the rating given in Blocks 4a through 4d, if appropriate, based upon the contractor's comments.

Block 8. The Contracting Officer signature finalizes the form and makes the performance evaluation it releasable to the NRC Project Officer, the Contractor, and for source selection purposes.

Rating Scale¹:

Technical Performance (Quality of Product/Service)		Schedule/Timeliness	Business Relations
1. Unsatisfactory Most performance requirements are not met; recovery not likely.		1. Unsatisfactory Many late deliveries or reports; negative cost impact; loss of capability for the Government; ineffective corrective actions; not likely to recover.	1. Unsatisfactory Delinquent responses, lack of cooperative spirit, unsatisfied user/customer, unable to improve relations; significantly under subcontractor goals; excessive unnecessary, change proposals to correct poor management; significantly untimely definitization of change proposals.
3. Satisfactory Met all performance requirements; some minor problems, satisfactory corrective actions.		3. Satisfactory On-time deliveries or report submittal; minor problems, did not affect contract schedule	3. Satisfactory Professional, reasonably responsive; met expectations; adequate user/customer satisfaction. Met subcontractor goals; reasonable change proposals, reasonable definitization cycle
5. Exceptional Met all performance requirements; minor problems, highly effective corrective actions; improved performance quality and results		5. Exceptional Significantly exceeded delivery or reporting requirements (e.g., all on-time with many early deliveries or reports to the Government's benefit); quickly resolved delivery or reporting issues; highly effective corrective actions.	5. Exceptional Highly professional, responsive, proactive; significantly exceeded expectations; high user/customer satisfaction; significantly exceeded SB/SDB subcontractor goals; minor changes implemented without cost impact; limited change proposals; timely definitization of change proposals.

¹ Only rating scales of 1, 3 and 5 are used, to permit a more significant statistical spread of ratings.