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TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

SECTION A

CONTINUATION PAGE

SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

1 PROJECT TITLE

The title of this project is as follows:

A STRUCTURAL APPROACH FOR THE MODERNIZATION OF NRC HEADQUARTER'S OPERATIONS CENTER

2. BRIEF DESCRIPTION OF WORK

a) Brief description of work:

The NRC requires the contractor to analyze current processes, best practices, gaps, and potential areas of modernization. It will develop process improvement recommendations, alternatives analysis, and technology modernization plans for infrastructures, systems, interfaces, networks, and telecommunications.

The contractor shall develop a complete Business Case for modernizing the NRC Headquarter's Operations Center using a structured approach (the agency Project Management Methodology). The work will be accomplished as five tasks:

- (1) Develop Project Management Plan;
- (2) Conduct Baseline Modernization Review;
- (3) Develop Business Vision for Modernization;
- (4) Develop Requirements for Modernization;
- (5) Develop Alternatives Analysis, System Architecture, and Business Case

3. SCHEDULE

The Contractor shall provide Technical Assistance for the Structural Approach for the modernization of NRC Headquarters Operation Center, in accordance with the Statement of Work for the delivery order period of performance at the rates as set forth below.

Structural Approach for the Modernization of NRC Headquarters Operation Center COST/PR!CE SUMMARY

SUMMARY - ALL TASKS

COST ELEMENT		HOURS	COST
DIRECT LABOR (D/L)			
MOBIS LABOR CATEGORY		•	
CONTRACTOR SITE			
Master Facilitator			\$ 24,222
Senior Training Consultant			\$ 90,655
Senior Consultant II	and the second second		\$ 67,999
Mid-Level Consultant II			\$ 80,933
Mid-Level Facilitator	•		\$ 7,613
Senior Organizational Analyst	······································		\$ 39,341
Subtotal Contractor-Site D/L			\$ 310,763
TOTAL DIRECT LABOR			\$ 310,763
OTHER DIRECT COSTS (ODCs)			٠
Local Travel		•	\$ 762
Long Distance Travel			\$ 11,920
Subtotal ODCs	· · · · · · · · · · · · · · · · · · ·		\$ 12,682
TOTAL TIME & MATERIALS (T&M)			\$ 323,445

Structural Approach for the Modernization of NRC Headquarters Operation Center COST/PRICE SUMMARY

Task 1 - Develop Project Management Plan (PMP)

COST ELEMENT		10/1/2006 - 9/30/2007 YEAR 10 RATES	BPA Discount	Discounted Rates	HOURS	COST
DIRECT LABOR (D/L)						
MOBIS LABOR CATEGORY	•	•	•			
CONTRACTOR SITE		<u></u>				
Senior Training Consultant						
Senior Consultant II			,	•		
Mid-Level Consultant II				•		
Senior Organizational Analyst	•			4	7	
Subtotal Contractor-Site D/L	*					\$ 26,903
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TOTAL DIRECT LABOR			,			\$ 26,903
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TOTAL TIME & MATERIALS (T&M)			· :			\$ 26,903
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Structural Approach for the Modernization of NRC Headquarters Operation Center COST/PRICE SUMMARY

Task 2 - Conduct Baseline Modernization Review -

COST ELEMENT

10/1/2006 - 9/30/2007 YEAR 10 RATES

\$2.50

BPA Discount Discounted Rates HOURS

COST

DIRECT LABOR (D/L)

MOBIS LABOR CATEGORY

CONTRACTOR SITE

Master Facilitator

Senior Training Consultant

Senior Consultant II

Mid-Level Consultant II

Mid-Level Facilitator

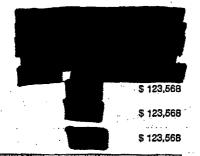
Senior Organizational Analyst

Subtotal Contractor-Site D/L

TOTAL DIRECT LABOR

TOTAL TIME & MATERIALS (T&M)





Structural Approach for the Modernization of NRC Headquarters Operation Center COST/PRICE SUMMARY

Task 3 - Develop Business Vision for Modernization

COST ELEMENT		10/1/2006 - 9/30/2007 YEAR 10 RATES	BPA Discount	Discounted Rates	HOURS	COST
DIRECT LABOR (D/L)						
MOBIS LABOR CATEGORY		•				
CONTRACTOR SITE		٠				
Senior Training Consultant						
Senior Consultant II						
Mid-Level Facilitator						
Subtotal Contractor-Site D/L	•					\$ 49,474
TOTAL DIRECT LABOR			•	•		\$ 49,474
OTHER DIRECT COSTS (ODCs)					•	
Local Travel						\$ 762
Long Distance Travel			•			\$ 11,920
Subtotal ODCs		* **			otrich -	\$ 12,682
					-	
TOTAL TIME & MATERIALS (T&M)						\$ 62,156

Structural Approach for the Modernization of NRC Headquarters Operation Center **COST/PRICE SUMMARY**

Task 4 - Develop Requirements for Modernization

10/1/2006 - 9/30/2007 YEAR 10 RATES

BPA Discount Discounted Rates HOURS

COST ELEMENT DIRECT LABOR (D/L)

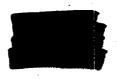
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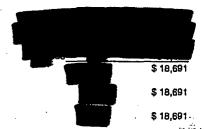
CONTRACTOR SITE

Senior Training Consultant Senior Consultant II Mid-Level Consultant II Senior Organizational Analyst Subtotal Contractor-Site D/L

TOTAL DIRECT LABOR

TOTAL TIME & MATERIALS (T&M)





Structural Approach for the Modernization of NRC Headquarters Operation Center COST/PRICE SUMMARY.

Period of Performance: October 01, 2006 through September 30, 2007 Task 5 - Develop Alternatives Analysis, System Architecture, and Business Case

COST ELEMENT

YEAR 10 RATES BPA Discount Discounted Rates HOURS

DIRECT LABOR (D/L)

MOBIS LABOR CATEGORY

CONTRACTOR SITE

Senior Training Consultant

Senior Consultant II

Mid-Level Consultant II Mid-Level Facilitator

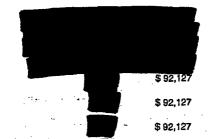
Senior Organizational Analyst

Subtotal Contractor-Site D/L

TOTAL DIRECT LABOR

TOTAL TIME & MATERIALS (T&M)





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SECTION B

B. STATEMENT OF WORK

CONTRACTOR TO PROVIDE A STRUCTURAL APPROACH FOR THE MODERNIZATION OF THE NRC HEADQUARTERS OPERATION CENTER

1.0 INTRODUCTION

The way the agency responds to security or safety events is changing. There is an increased need for security related information and collaboration with other Federal agencies in the protection of the nations critical infrastructure, and greater demand for sharing time-sensitive information in real-time with other stakeholders such as State and local agencies. The agency is participating in new external initiatives to protect the national critical infrastructure, such as the pilot program of the Nuclear Sector Coordinating Committee to install phones and evaluate notifications to or from licensees, the National Infrastructure Coordinating Center (NICC) and the NRC Operations Center. These changes have necessitated a re-evaluation of the infrastructure and processes provided by the NRC Headquarters Operations Center. addition, the agency is interested in improvements to specific concerns, such as adding caller identification functionality to communications processes; ensuring a range of effective backup communications during hurricane related events; supporting a location-independent (or "virtual") Operations Center during a potential flu pandemic; responding to multiple and concurrent incidents; notifying a wider range of response entities during emergencies. In order to continue to improve the agency response role, a critical, holistic assessment is needed of the tools and processes for acquiring and disseminating emergency data. Individual issues, such as the verification of callers identification, need to be addressed in the larger context of enhancing overall emergency communications.

2.0 BACKGROUND

The Office of Nuclear Security and Incident Response (NSIR) supports the agency mission and regulatory functions for ensuring security, planning preparedness, and coordinating emergency response to incidents involving nuclear reactors and materials. To support these mission-critical functions for Emergency Response Management, NSIR manages the NRC Headquarter's Operations Center 24 hours a day, 7 days a week. It supports the NRC Commission and agency decision-making during events and is a clearinghouse for event information, maintaining secure telephones and a video center to communicate with the White House and other Federal agencies. Incident response functions of the NRC Headquarter's Operations Center include monitoring the operations and conditions at the affected nuclear power plant site(s), recording events and discussions during an event, notifying appropriate emergency response personnel, sharing information, and gathering analysis of event related conditions and mitigation actions.

Staffing

The NRC Headquarter's Operations Center is staffed by NRC Headquarters Operations Officers who receive and document telephone notifications from nuclear power plants' operators, fuel cycle facility operators, and others, which are distributed within the agency for review and follow-up action. Some of the notifications may result in activation of the NRC Incident Response Plan (NUREG-0728, Rev. 4, April 2005). This Plan requires expedited response and

formation of Incident Response Teams at the NRC Headquarter's Operations Center, the Regional Offices, and at the nuclear power plant sites. The NRC Regional Offices also maintain and staff local Incident Response Centers which are complimentary to activities of the NRC Headquarter's Operations Center.

Systems

The NRC Operations Center uses Information Technology (IT) systems, technologies, and telecommunications to communicate with the NRC Headquarters offices, NRC Regional offices, licensee and other federal and state government stakeholders, interested parties, and the public. The major systems which support the NRC Operations Center are the Emergency Response Data System (ERDS), Emergency Telecommunications System (ETS), Operations Center Information Management System (OCIMS), and Secure Video Teleconferencing (SVTC). The ETS supports phones and telecommunications links to the NRC Headquarter's Operations Center. ETS upgrades to the Voice system are being undertaken in 2006. The ERDS supports a dial-up connection and data transfer from nuclear power plants to the NRC Headquarter's Operations Center and the Regions. The Headquarters portion is being upgraded in 2006. The OCIMS supports the infrastructure for the NRC Headquarter's Operations Center, providing the display subsystem, data subsystem, and voice subsystem. The data and display systems were upgraded in 2004. In addition to the major systems and infrastructure in the NRC Headquarter's Operations Center, there are approximately 17 independent systems that have been developed, adapted or acquired. NRC Headquarter's Operations Center staff are trained and experienced in all these various individual systems which evolved over time to meet specific needs and are not integrated. It should be noted that changes to the IT infrastructure and data exchanges with licensees may have cost impacts on licensees who may require consideration for rulemaking actions.

Data :

The NRC Headquarter's Operations Center does not typically process classified or privacy data; however, the Center does handle sensitive data which needs security controls. The agency controls sensitive data as Safeguards and has policies and procedures for protecting it. The agency also supports secured lines for transmission of top secret data.

3.0 OBJECTIVE

The objective of this work order is to improve information flow and communications, processes and alignment with IT investments, and enhancements to meet emerging and new external safety requirements through conducting planning and analysis to develop a comprehensive Business Case for Modernizing the NRC Headquarter's Operations Center. This project responds to the continuous improvement process outlined in the NRC Operations Center Improvement Plan which was approved by the Commission in 2005 (it outlined ten improvement areas). This project also responds to OMB guidance to conduct periodic modernization reviews of legacy systems.

4.0 SCOPE OF WORK

The work order activities will analyze current processes, best practices, gaps, and potential areas of modernization. It will develop process improvement recommendations, alternatives analysis, and technology modernization plans for infrastructures, systems, interfaces, networks, and telecommunications.

The contractor shall develop a complete Business Case for modernizing the NRC Headquarter's Operations Center using a structured approach (the agency Project Management Methodology). The work will be accomplished as five tasks:

- (1) Develop Project Management Plan;
- (2) Conduct Baseline Modernization Review;
- (3) Develop Business Vision for Modernization;
- (4) Develop Requirements for Modernization;
- (5) Develop Alternatives Analysis, System Architecture, and Business Case

5.1 PERFORMANCE REQUIREMENTS

5.1.1 Task 1: Develop Project Management Plan (PMP)

The first task is to create a detailed Project Management Plan (PMP) that defines the project work breakdown structure, deliverables, schedule, and cost for each deliverable/milestone. The PMP also includes management approach, supporting processes, and controls for security and privacy.

Deliverable

The outcome of this task is the **Project Management Plan document**; see section 8.2 below, Deliverables Outline.

5.1.2 Task 2: Conduct Baseline Modernization Review

The second task is to conduct a Baseline Modernization Review which profiles the status quo environment and the need for modernization. The Baseline Modernization Review will include analysis of the current environment, current business requirements, and areas of modernization.

At the initiation of this task, the Contractor PM will provide a plan and discussion of the approach, information needed, and milestone reviews for the Baseline Modernization Review. As needed, the NSIR Project Manager will coordinate informational interviews and meetings with selected NRC Headquarter's Operations Center management, staff and contractors, and regional staff. The purpose of these meetings is to provide the Contractor Project Manager an understanding of the current Operations Center environment, business processes, data flow and stakeholders. Focus groups and facilitated sessions may be coordinated and conducted as appropriate.

The contractor shall conduct a comprehensive review of the current Operations Center environment, including consideration of business processes, staffing, and technologies; telecommunications and network capabilities; current equipment and systems; planned upgrades and replacements; facilities and support for the Headquarters Operations Officers (HOOs); security of the telecommunications and network. Currently, communications between NRC, licensees and State/local stakeholders are not optimized for emergency response to nuclear safety and security events at licensee facilities. Current processes are resource intensive during critical periods, requiring multiple phone calls to necessary recipients, involving time and resource intensive collection of data that may be available electronically but cannot be readily transmitted. (See Note 1, below)

The contractor shall conduct a high level review of the business requirements, regulatory environment, changes, and security controls required. (See Note 2, below).

The contractor shall conduct analysis and develop areas of modernization and process improvement. The contractor analysis will look at reported problems with processes, constraints, capabilities, staffing and resources, etc. In addition, the contractor will include reported gaps or known areas of missing functionality or support. (See Note 3, below).

Deliverable

The outcome of this task is the **Baseline Modernization Review document**; see section 8.2, below, Deliverables Outline. This document will summarize the approach, process, and findings. The description and profile of the current environment shall contain sufficient detail of cost, benefits and risk to be used in the development and comparison of Alternatives (Task 5 below). The recommendations shall inform any cost, hardware, software, and resource limitations or impacts.

Note 1:

The study shall consider, as a minimum, the following aspects:

- Identify diverse and reliable communication systems and methods
- Efficiently reaching desired party in emergency automated notification capability for NRC and offsite response organizations (ORO) notification for fast moving emergencies
 - identity verification of calling party
 - security of communication
- Distinguish emergency from non-emergency event notification
- Licensee ability to signal an "Under duress" condition (bank teller silent alarm type)
- Diverse and reliable capability to send and receive various types of information
 - voice
 - data
 - video
 - alarm status
- Capacity/capability to inform all appropriate parties simultaneously
- Capacity/capability to provide encryption of information
- Event notification form entry electronically
- Capacity/capability for multiple events
- Capacity and capability for future growth
- What rule making and regulatory guidance changes are necessary for implementation
- What is needed for implementation and what is a reasonable schedule with assumptions.

The NSIR PM may provide some of the following information--current NSIR activities to upgrade power, backup power, lighting, furniture, air conditioning, workflows, human traffic; current systems documentation for major IT systems; data interfaces; shared integration points; current upgrade or replacement plans for major IT systems; staffing plans, current FISMA documentation for major IT systems; current documentation for network and infrastructure, such as phone and video conferencing, Automatic Notification System, PBX replacement and voice bridging, caller id authentication, and firewall protections; documentation on data, data flows, system interfaces.

Note 2:

The NSIR PM may provide some of the following information– NRC regulatory documentation; current business case or Exhibit 300s for major IT systems; NRC memos related to Operations Center requirements.

Note 3:

The NSIR PM may provide some of the following information–NRC memos and studies related to Operations Center improvement requirements; documentation for the Op Center Improvement Initiative (OCIMS upgrade); lessons learned, and reports that have been made in the past on improvements for the Operations Center.

5.1.3. Project Milestone 3: Develop Business Vision for Modernization

The third task is develop a Business Vision by researching best practices, identifying gaps, identifying potential areas of improvement, and developing improvement recommendations which include consideration of other emergency response centers, communications and procedures, staffing, and capabilities.

At the initiation of this task, the Contractor PM shall provide a plan and discussion of the approach, information needed, and milestone reviews for developing the Business Vision. As needed, the NSIR Project Manager will coordinate informational interviews and meetings with selected NRC Headquarter's Operations Center management, staff and contractors, and regional staff. The purpose of these meetings is to provide the Contractor Project Manager an NSIR perspective in considering best practices, identifying gaps, and developing areas of improvement. Focus groups and facilitated sessions may be coordinated and conducted as appropriate.

The contractor shall conduct a best practices research in **other automated emergency response centers** to include government responder centers ((e.g. DHS National Operations Center, North American Aerospace Defense Command (NORAD), State of Illinois, Montgomery County, Fairfax County)), as well as nuclear industry and licensee practices (e.g. Exelon center). The NSIR PM may provide interviews with internal staff that may have knowledge of, or experience with, other emergency response centers.

The contractor shall conduct a best practices research in communications and procedures to include interfaces and requirements for collaborating with internal staff, external partners, and stakeholders (such as, other federal agencies, nuclear licensees for nuclear power reactors and fuel cycle sites, Agreement States, State and local Emergency Management agencies, Nuclear Energy Institute, etc.). The contractor shall not focus solely on voice communication. enhancements, which is the primary communication method used for communication by the NRC Headquarter's Operations Center and its stakeholders, but will explore other processes and technological solutions to accomplish information sharing. The contractor shall look at communications and procedures to support various perspectives (licensee, State and local responders, etc). The NSIR PM will provide the Contractor PM with a list of internal representative contacts, external partners and stakeholders who communicate or exchange data with the NRC Headquarter's Operations Center. The Contractor shall look at best practices for communications and procedures in order to identify options, streamlining processes, and improvements to increase the flow of information within the Operations Center and shared communication links with these external parties. Where appropriate, the Contractor is encouraged to map the data flow and communications processes of the Operations Center to identify gaps and improvement recommendations.

The contractor shall conduct a best practices research in **capabilities and staffing for emergency response centers to** include technologies, staff training, human factors, organizational unit functional responsibilities and optimization.

Deliverable

The outcome of this task is the **Business Vision document**; see section 8.2, below, Deliverables Outline. This document will summarize the best practices findings and recommended improvements. The description of the improvements should contain sufficient detail of expected measurable benefits and risks to be used in the development and comparison of Alternatives (Task 5 below).

5.1.4. Task 4: Develop Requirements for Modernization

The fourth task is to conduct needs analysis and develop a Systems Requirements Specification which captures the set of initial requirements needed for modernizing the Operations Center. The document will summarize high level user business requirements, process improvements, and technical requirements in sufficient detail to be used in developing the Alternatives scenarios and comparison analysis.

At the initiation of this task, the Contractor PM shall provide a plan and discussion of the approach, information needed, and milestone reviews for developing the Modernization Requirements. The NSIR Project Manager may provide to the Contractor Project Manager existing documentation, studies, lessons learned, and reports that have been made in the past on improvements for the Operations Center, and anticipated future requirements. There are new requirements for the NRC Headquarter's Operations Center to support the National Response Plan and National Incident Management System. This may result in new processes and systems (hardware and software).

As needed, the NSIR Project Manager will coordinate informational interviews and meetings with selected NRC Headquarter's Operations Center management, staff and contractors, and regional staff. The purpose of these meetings is to provide the Contractor Project Manager information on requirements, environment, business processes, data flow and stakeholders. Focus groups and facilitated sessions may be coordinated and conducted as appropriate.

The contractor shall conduct data gathering and analysis to develop the initial business and technical requirements for modernization. The contractor shall analyze business processes in the NRC Headquarter's Operations Center. These shall include daily monitoring; emergency preparedness; incident response; communications (i.e. timely broadcast and dissemination of information such as Threat Advisories, Advisories, and Event Reports); support for exercises, drills, and events.

Deliverable

The outcome of this task is the **Systems Requirements Specification** document for modernization; see section 8.2 below, Deliverables Outlines.

5.1.5 Task 5: Develop Alternatives Analysis, System Architecture, and Business Case The final task is to develop the Alternatives Analysis, Systems Architecture, and full Business Case.

Develop Alternatives Analysis

The Alternatives Analysis identifies and evaluates potential solutions to meet the business needs and requirements.

At the initiation of the Alternatives Analysis task, the Contractor PM will provide a plan and discussion of the approach, alternatives to be considered, information needed, and milestone reviews for creating the Alternatives Analysis, Systems Architecture, and Business Case documents. Note: The discussions may include any consideration for updates or changes to the earlier documents or sections which will make up the complete Business Case. The NSIR PM will provide to the Contractor PM guidance and considerations in the approach, data gathering, and development of each alternative. The purpose of the discussions is to validate the feasibility and value for proposed alternatives. As needed, the NSIR PM will coordinate Focus groups and facilitated sessions for gathering information relative to the each alternative and providing validation of profiled alternatives.

The contractor shall identify and evaluate potential alternatives which meet the business and technical needs and requirements for modernization. A minimum of 4 Alternative improvement scenarios shall be developed and described. Alternatives shall be feasible, extendable, and compatible with current agency infrastructure and staffing. Alternatives must describe the scope; specific process improvements, business functions, and services provided; external interfaces; technical solutions proposed (systems and architecture, systems integration, technologies, telecommunications, networking); staffing and training considerations; any institutional arrangements or supporting dependencies, such as service provider relationships); security controls and risk management; resources required (costs); anticipated benefits (value to agency can be stated in terms of technical, operational, and economic). The alternatives shall also include assumptions and any "what if" considerations.

Each Alternative shall have a related high level project management plan that describes a prioritized list of activities, projects, milestones, migrations and integration activities. The contractor shall resolve current system integration and gaps problems in each proposed Alternative and identify the areas of needed process and technical improvement from the earlier tasks.

Once the Contractor has completed developing the Alternatives scenarios, the Contractor shall perform—comparative analysis to determine which of the proposed Alternative scenarios offer the best value and lowest cost for the NRC. Note: If a number of Alternative scenarios have been constructed that cover different problem areas of improvement, then more than one scenario may offer value. In this case, the Contractor shall prioritize Alternative scenario(s) recommendations.

The Contractor shall develop recommendations and an Executive Summary. The Executive Summary for the Alternatives Analysis must briefly describe the comparisons and rationale for the recommendations. The Contractor shall brief NSIR management on the Executive Summary (alternatives considered, recommendations, and rationale for recommendations). With the approval of NSIR management, the Contractor shall proceed to develop the Systems Architecture document.

GS23F9806H DR-07-06-507 Develop Systems Architecture Document

The Systems Architecture evaluates the recommended Alternative scenario(s) against the agency environment and infrastructure to ensure compatibility, interoperability, and ability of the agency to support and enhance or extend in the future.

At the initiation of the Systems Architectures task, the Contractor PM shall provide a plan and discussion of the approach and review of the Alternatives scenarios that will be included in the Systems Architecture analysis. The NSIR PM will provide to the Contractor PM guidance and considerations in the approach and coordinate planning for the Office of Information Services (OIS) for compatibility reviews. The purpose of the discussions is to expedite the reviews and completion of the System Architecture documentation.

Complete Business Case

The Business Case, as defined by the agency Project Management Methodology, is the collection of documents which are used to document the business justification for the proposed IT investment. It includes the Project Management Plan, Baseline Review, Business Vision, Requirements, Alternatives Analysis, Systems Architecture, and business investment recommendation based on cost, benefits, and risks.

At the initiation of the Business Case task, the Contractor PM shall provide a plan and discussion of the approach and information needed to complete the preparation of the complete Business Case. Note: The discussions may include any consideration for updates or changes to the earlier documents or sections based on reviews of the Alternatives Analysis and System Architecture Documents (above). The NSIR PM will provide to the Contractor PM guidance and considerations in completing the Business Case. The purpose of the discussions is to factor in management guidance from reviews and expedite the updates and completion of the documentation.

Deliverable

The outcome of this task is the three documents; see section 8.2, below, for Deliverables Outlines.

- Alternatives Analysis Document
- Systems Architecture Document
- Business Case Document

The Systems Architecture Document shall contain sufficient detail to support the review and recommendations included in the Business Case.

4. Approach to Accomplish Work

As an initial step, the contractor shall provide an executive presentation to NSIR management of the Project Plan and the approach for performing the work in this statement. Once confirmed by management, the contractor shall proceed to conduct the steps leading to the development of the Business Case. The contractor shall provide briefings to NSIR management at specific project points before proceeding to the next step. When the Business Case is completed, the contractor shall present to NSIR management for review and endorsement.

5. Integration of Work

5.1 With Other Agency Activities

There are a number of other agency activities that have a relationship with the processes, systems, infrastructure, and networking components of the Operations Center, such as ERDS Modernization, OCIMS voice system upgrade, Ops Center PBX Upgrade. Changes shall be coordinated with these on-going activities.

5.2 With NRC Regional Offices

The NRC Regional Offices maintain Incident Response Centers and support activities that are complimentary to Headquarters. The Contractor shall evaluate any proposed changes in the Alternatives Analysis for impacts to the Regional programs individually, and also collectively.

5.3 With Other Agency Organizations

The Office of Information Systems (OIS) plans, implements, and maintains the infrastructure for the agency. Coordination shall be required with OIS for reviews of technical designs and technology components of the Alternatives Analysis to ensure compatibility with the agency infrastructure.

The Office of Administration plans, supports, and maintains the facilities for the agency. Coordination will be required with ADM for reviews of facilities changes that are part of the Alternatives Analysis to ensure feasibility with the agency facility planning.

5.4 With Other External Agencies

Other external agencies maintain Emergency Response Centers and work with the NRC in supporting responder actions. Any changes shall be evaluated for support of integrated communications with the Department of Homeland Security National Infrastructure Coordinating Center (NICC) and for relaying information related to impacts on other parts of the national critical infrastructure as it relates or affects the nuclear sector.

8.0 DELIVERABLES

The NRC has an established Project Management Methodology (PMM) that is used for managing process improvement and information technology projects through their life cycle. This statement of work follows that PMM process, control points, and deliverables for the planning, or Inception Phase.

For each of the tasks, the Contractor will produce a Deliverable for review and approval by NSIR management. This provides NSIR Management the opportunity to comment and guide before the Contractor proceeds to the next project activity.

Deliverables shall be delivered on the dates specified in the task order. If for any reason a deliverable cannot be delivered within the scheduled time frame, the Contractor shall notify the NRC Contracting Officer and NRC Project Officer in writing with cause of delay and the proposed revised schedule. This notice shall include the impact on the overall project. The

NRC Project Officer shall make a business decision about the impact of the delay and forward the impact to the Contracting Officer.

Each deliverable shall first be submitted in draft for NRC review. NRC shall have 5 working days to review each draft deliverable and respond with comments or approval. Upon approval by NRC of the original draft or the corrected draft, the deliverable shall be delivered in final form to the NRC Project Officer and NRC Contracting Officer. For each deliverable (draft or final), the Contractor shall provide one (1) hard copy and one (1) electronic version of the deliverable to the NRC Project Manager, unless otherwise indicated. All deliverables shall be formatted and prepared using guidance for the agency Project Management Methodology (PMM). Generally these documents are in Microsoft Project, Microsoft Word, MicroSoft Excel, and Microsoft PowerPoint (for briefings). These deliverables shall be defined as project Artifacts. The Project Configuration Management (CM) repository is ClearCase and all deliverables will be archived in the designated project folders.

8.1 Deliverables Table

Deliverables and due dates are summarized in the table below. Each deliverable line in this schedule of deliverables table has two (2) appended columns: "T+#" gives the number of expected work weeks required for the line items completion from project award date.

		The second secon	
Deliverable #	Task	Deliverable Title (estimated due date)	Due Date
1	Project Management Plan	Project Management Plan (½ month)	2 weeks after award
2	Baseline Modernization Review	Baseline Modernization Review Document (1 ½ months)	6 weeks after award
3	Business Vision	Business Vision document (2 ½ months)	8 weeks after award
4	Requirements for Modernization	System Requirements Specification document (4 ½ months)	12 weeks after award
5	Alternatives Analysis, System Architecture, and Business Case	 Alternatives Analysis System Architecture Business Case months 	20 weeks after award

GS23F9806H DR-07-06-507 8.2 Deliverables Outlines

Following are sample Table of Contents outlines and topics to be included in each of the Deliverables. These outlines follow the agency Project Management Methodology guidance.

Table of Contents for "Project Management Plan"

- 1. Introduction
- 2. Project Overview
 - -Objectives
 - -WBS
 - -Deliverables
 - -Schedule and Budget
- 3. Project Organization
- 4. Project Management
 - -Staffing
 - -Monitoring and Reporting
 - -Risk Management
 - -Issues management
- 5. Technical Management
 - -Methods, Tools, Techniques
 - -Infrastructure
 - -Acceptance Criteria
- 6. Supporting Processes
 - -Configuration Management
 - -Documentation Management
 - -Quality Assurance
 - -Problem Resolution
- 7. Security and Privacy

Table of Contents for "Business Vision Document"

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- 1. Introduction
- 2. Context
 - Problem Statement
 - Opportunity
- Strategic Alignment
 Stakeholder, User, Environment Statements
 - Identification of
 - Needs Analysis
 - Potential Alternatives
- 5. System Overview
 - Assumptions and Dependencies Features

- 1. Introduction
- 2. System Requirements
 - -Functional
 - -Performance and Reliability
 - -Operational
 - -Interfaces
 - -Special (See Note 6, below)
- 3. Data Requirements
 - -Object Model
 - -Entity list
- 4. Security and Risk Management
 - -Controls
 - -Requirements
 - -Coverage
- 5. User-Case Specifications
- 6. Supporting Information

Note 6: Includes discussion of the following topics:

- <u>Communications and Data:</u> communication and data flows, including human factors requirements which may affect effective information exchanges with stakeholders.
- <u>Technical Capabilities:</u> technical requirements for the modernization; this includes systems, systems integration, telecommunications, and networking.
- Reporting: reporting performed by the NRC Headquarter's Operations Center and coordinate, as appropriate, reporting for the E-Government Disaster Recovery reporting, Event Reporting, Barrier Report, Federal Information Security Management Act (FISMA) Security, and Environmental Architectural Requirements.
- <u>Staff Training and Documentation:</u> requirements to train Operations Center staff for on-going operations and the documentation for staff use. Considerations should include ease-of-use, currency, collaboration, standardization.

- 1. Introduction
- 2. Project Overview
- 3. Business Needs Analysis
- 4. Evaluation Criteria
- 5. Alternatives Analysis
- 6. Cost analysis
- 7. Benefits Analysis
- 8. Risk Analysis
- 9. Return on Investment
- 10. Sensitivity Analysis
- 11. Findings and Recommendations

Table of Contents for "System Architecture Document"

- 1. Introduction
- 2. System Operations Concept
 - Systems Context
 - Functional Capabilities
 - System Characteristics
- 3. Architectural Goals, Constraints and Assumptions
- 4. Architectural Solution
- 5. Use-Case View
- 6. Logical View and System Interfaces
- 7. Deployment View
- 8. Data View
- 9. User Interface

Table of Contents for "Business Case Document"

- 1. Introduction
- 2. Project Management Plan
- 3. Business Vision for Modernization (includes Needs Analysis)
- 4. Systems Requirements Specification
- 5. Alternatives Analysis
- 6. System Architecture Document

All correspondence and reports related to this Task Order, inclusive of the deliverables, shall be delivered to the CO and PO at the following locations:

Nuclear Regulatory Commission ATTN: Contracting Officer: P.O.# Two White Flint North, Mail Stop: T7l2 11545 Rockville Pike Rockville, MD 20852-2738

Nuclear Regulatory Commission
ATTN: Project Officer: To be determined, Technical Monitor: To be determined P.O.#
Two White Flint North, Mail Stop: T4-A1
11545 Rockville Pike
Rockville, MD 20852-2738

9.0 MEETINGS AND ADMINISTRATION

9.1 Kick-off meeting

To initiate the NRC Headquarters Operations Center Modernization Project, there will be a 2 hour Project Kick-Off meeting at the NRC Headquarters office. Attendees include the Contractor Project Manager and selected support staff, the NSIR Contracts Officer, and the NSIR Project Manager. Within ten days of the contract award, the Contractor Project Manager shall provide the Project Management Plan to the NSIR Project Manager. The Project Management Plan describes the tasks and milestones associated with this task order. Within three weeks of the contract award, the Contractor Project Manager shall conduct a Project Review briefing which includes a presentation to NSIR management of the Project Management Plan and approach, discussion of challenges and resources needed. This Project Review provides an opportunity for NSIR management comment and approval of the Project Management Plan.

9.2 Project Review Meetings

The contractor shall arrange system review meetings throughout the life of the contract to discuss issues such as project schedule, budget, resources, equipment, goals, milestones, or anything else that may need attention by the NRC Project Officer or contractor. The frequency of these meetings will be agreed upon by both the NRC Project Officer and contractor immediately following contract award. However, at a minimum, there will be at least one system review meeting conducted quarterly throughout the life of the contract. These meetings may be conducted as teleconferences. The contractor shall provide status and briefings to NSIR and/or NRC executive management as requested by the Project Officer.

9.3 Period of Performance

The period of performance is September 30, 2006 through September 29, 2007.

GS23F9806H DR-07-06-507 9.4 Place of Performance

The contractor shall detail in the Project Management Plan where the work will be performed. It is anticipated that the contractor will work a significant amount of time on-site at the NRC. There will also be some travel relative to interviewing and collecting best practices information. With the approval of the NSIR Project Manager, the contractor may prepare Deliverables offsite at the contractor's site.

9.5 Training and Travel

The contractor (optionally) may provide briefings/ training in Emergency Response Management best practices, with the agreement of the NSIR Project Manager. Briefing/ training should not exceed four hours of training in any day and would include no more than 20 NSIR management staff at the NRC Headquarters (Rockville, MD). Training materials shall be provided by the contractor for all briefings/ training /briefing provided.

For estimating purposes, it is anticipated that some travel may be required for best practices research and data gathering. The travel may include interviews with NRC Regional offices, other Emergency Response Management sites, other federal agencies, nuclear plant licensees.

9.6 Personnel

The contractor shall provide the correct number of qualified, competent, and fully trained personnel to perform the activities delineated under this contract. The contractor's personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

The contractor shall provide a project manager to lead the effort and provide additional expertise as needed to perform the work. Because of the need for executive level interviews and presentations, the contractor shall have significant in-depth expertise in discussing emergency response at the executive level. The work will require some access to Safeguards information and may require access to classified data; see separate section (below) on contractor staff Security Requirements. The contractor staff shall possess the following skills:

- Extensive experience with and knowledge of Emergency Response Management systems and Operations Centers
- Extensive experience with and knowledge of IT Networks, Security, and Firewalls
- Extensive experience with and knowledge of telecommunications and data communications
- Extensive consulting experience in program/system analysis and enterprise architecture for Information Technologies
- Extensive consulting experience in strategic planning, scenario development and cost/benefit analysis.

9.7 Monthly Status Reports

The contractor shall provide a monthly Technical Progress Report to the NRC Project Officer and the Contracting Officer by the end of each month. The monthly Technical Progress Report provided shall contain a summary of the work performed for each task during the reporting period, include the appropriate statistics and plans for the next reporting period and provide a discussion about the overall

project plan, problems or issues, and any proposed corrective actions with an analysis of the impact on other tasks within the scope of this statement. The report shall also contain a status of the projected ceiling costs, hourly/rate expenditures by resource during the reporting period, cumulative expenditures to date, funds obligated to date, a balance of the funds required to complete the order, and planned and actual schedule and costs.

9.8 Earned Value Management Reports

The agency has a requirement to implement Earned Value Management System (EVMS) reporting for new projects. The contractor shall provide an EVMS report with the monthly project status report.

9.9 Contractor Personnel Security Requirements

The NRC Headquarter's Operations Center handles sensitive Safeguards data. The agency telecommunications supports secured lines for transmission of top secret data. The agency requires an active and approved IT Level II security authorization for contractors relative to sensitive Safeguards data. The agency requires a "Q" clearance for contractors relative to classified and top secret data. Candidates may consult with the NRC Project Officer or the Division of Security to determine if IT Level II (or higher) classification can be issued based on existing secret/top secret, or IT Level II type clearances. Note that NRC usually must conduct or arrange for its own security clearance reviews and may not be able to provide the required final IT Level II clearance based on another clearance. It is also impractical to submit an original request for "Q" clearance without already having an equal or higher clearance as it takes one year minimum to process the request.

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C.1

2052.204-70 SECURITY (March 2004)

- (a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to unclassified Safeguards Information, access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.
- (b) It is the contractor's duty to protect 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 protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification 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 contract continue to be applicable to the matter retained.
- (c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise

provided by the NRC. The contractor will not 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

- (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) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.
- (i) Security Clearance. 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.
- (j) 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.)

- (k) 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.
- (I) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (March 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRCissued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (February 2004)

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.

SECURITY REQUIREMENTS FOR LEVEL I

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

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software, or the capability to access a computer system-during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. 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 sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/ 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 contract by reference as though fully set forth herein. Based on SB 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 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 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders)

who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems

and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. 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 contract 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 sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten workday period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/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 SB 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 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 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders)

who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

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 immediately contact the SB/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 via email to the SB/DFS. Additionally, SB/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."

C.2 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond \$300,000.00. 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 \$300,000.00, 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.

C.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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





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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work

days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.4 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name:

Louise Lovell

Address:

U.S. Nuclear Regulatory Commission

MS T4A45, Two White Flint North

11545 Rockville Pike Rockville, MD 20852

Telephone Number:

301-415-7835

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1. Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via email) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

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

- (a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.
- (b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).
- (c) The contractor will be reimbursed only for those 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, shall 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.

C.6 Authority to Use Government Provided Space at NRC Headquarters

Prior to occupying any government provided space at the NRC Headquarters in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and property Management Branch, Division Of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

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

C.7 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

C.8 Other Applicable Clauses

- [] See Addendum for the following in full text (if checked)
 - [] 52.216-18, Ordering
 - [] 52.216-19, Order Limitations
 - [] 52.216-22, Indefinite Quantity
 - [] 52.217-6, Option for Increased Quantity
 - [] 52.217-7, Option for Increased Quantity Separately Priced Line Item
 - [] 52.217-8, Option to Extend Services
 - [] 52.217-9, Option to Extend the Term of the Contract

C.9 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

BILLING INSTRUCTIONS FOR LABOR HOUR TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

<u>Number of Copies</u>: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

<u>Designated Agency Billing Office</u>: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop T-7-I-2 Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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 11555 Rockville Pike - Mail Room 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.

Billing Instructions Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

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

<u>Frequency</u>: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.

Billing of Costs After Expiration of Contract: If the costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

ATTACHMENT

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT - COVER SHEET)

U.S. Nuclear Regulatory Co Division of Contracts Mail Stop: T-7-l2	ommission (b) Voucher/	Invoice No:		en e
Washington, DC 20555-000)1 (c) Date	of Voucher/Invoi	ce:	
Payee's Name and Addres	<u> </u>			
d) Individual to Contact R	egarding Voucher/Inv	oice:		
Vame:	ogaranig voconomin			
Telephone No:				
• •				
• •	presents reimbursable to			2 A
• •			Amount Billed	<u>tive</u>
			Amount Billed	<u>tive</u>
			Amount Billed	<u>tive</u>
f) <u>Direct Costs</u> :			Amount Billed	<u>tive</u>

^{*} The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the contract. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as the cumulative total of travel costs billed to date by activity.