

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO. NRC-33-01-183

1. DATE OF ORDER SEP 15 2008	2. CONTRACT NO. (If any) GS35F4366G
3. ORDER NO. NRC-33-01-183-003	4. REQUISITION/REFERENCE NO. ASB-06-231

6. SHIP TO:

5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Contract Management Branch No. 3 Division of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ASLBP	
b. STREET ADDRESS ATTN: Andrew Welkie Mail Stop, T-3-F-23		c. CITY Washington	d. STATE DC
e. ZIP CODE 20555			

7. TO: a. NAME OF CONTRACTOR NORTEL GOVERNMENT SOLUTIONS INCORPORATED	f. SHIP VIA
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b. COMPANY NAME c. STREET ADDRESS 12730 FAIR LAKES CIRCLE d. CITY FAIRFAX	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
e. STATE VA	f. ZIP CODE 220334901	

9. ACCOUNTING AND APPROPRIATION DATA B&R#: 67D-15-300-209 JOB CODE#: N7048 BOC#: 252A APPN#: 31X0200 FFS#: ASL06301 Contractor DUNS#:151770955	10. REQUISITIONING OFFICE ASB ASLBP
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) As Stated	16. DISCOUNT TERMS Net 30
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The Contractor shall provide the U.S. Nuclear Regulatory Commission with operations and maintenance support in accordance with GSA Schedule Contract No. GS35F4366G, applicable GSA contracts of teaming contractors referenced by letter from Nortel Government Solutions Incorporated, dated 9/5/06 which are hereby incorporated by reference and made a part of this order, and the attached statement of work. The total estimated amount (ceiling) for the products/services, ordered, delivered and accepted under this delivery order for the base period is \$2,365,120.94, and the amount presently obligated with respect to the order is \$1,130,000.00, as reflected under Section B.2, "Consideration and Obligation." See Section B.1, "Schedule of Supplies or Services and Prices/Costs for pricing (inclusive of options).					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$2,365,120.94
21. MAIL INVOICE TO: a. NAME U.S. Nuclear Regulatory Commission Division of Contracts b. STREET ADDRESS (or P.O. Box) Mail Stop T-7-I-2 NRC-33-01-183-003 c. CITY Washington			17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL \$2,365,120.94

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Robert B. Webber TITLE: CONTRACTING/ORDERING OFFICER
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Please indicate your acceptance of this delivery 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 Contract Specialist. You should retain the third copy for your records.

ACCEPTED:

Cynthia A. Milstead
NAME

Cynthia A. Milstead, Contracts Manager
TITLE

September 18, 2006
DATE

**A.1 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
(AUG 2005) ALTERNATE II (FEB 2002)**

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

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

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

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

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for items and services purchased directly for the contract only when payments of cash, checks, or other forms of payment have been made for such purchased items or services.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract only when the Contractor has made or will make payments of cash, checks, or other forms of payment to the subcontractor-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

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

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

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

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

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

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to

patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

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

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

(i) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

A.2 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

A.3 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.

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

Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder. **Note:** A 5% withholding pursuant with Paragraph (a)(2) of Federal Acquisition Clause 52.232-7 (See Section A.1) shall apply to this contract.

BASE PERIOD - Contract Year One

CLIN A001

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: Award - 11/30/06			
Functional Expert	[REDACTED]	[REDACTED]	\$ 9,400.81
Project Manager	[REDACTED]	[REDACTED]	\$ 34,506.00
Information Systems Engineer 3	[REDACTED]	[REDACTED]	\$ 3,609.78
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 24,243.60
Information Systems Analyst 2	[REDACTED]	[REDACTED]	\$ 88,084.64
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 18,599.98
Period rates in effect: 12/01/06 - 11/30/07			
Functional Expert	[REDACTED]	[REDACTED]	\$ 29,333.37
Project Manager	[REDACTED]	[REDACTED]	\$ 107,649.00
Information Systems Engineer 3	[REDACTED]	[REDACTED]	\$ 11,262.33
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 75,544.00
Information Systems Analyst 2	[REDACTED]	[REDACTED]	\$ 275,670.48
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 58,034.78
Subtotal:	[REDACTED]	[REDACTED]	\$ 735,938.77

CLIN A002

Other Direct Costs (ODC)	Total Estimated Costs
Materials/Equipment/Hardware/Software, Etc. --- Estimated No-to-Exceed	\$ 435,822.62
Travel ---- Estimated Not-to-Exceed	\$ 40,890.04
M&S (2.22%)	\$ 9,895.11
G&A (12.68%)	\$ 5,183.83
Subtotal:	\$ 491,791.60

The fixed unit price and estimated ODC of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

CLIN A002.1

Maximum Incentive Fee Pool (Tasks 1 -5)	Qty	Unit	Unit Price	Total Price
Incentive Fee Pool pursuant with Section C.28.4, "Performance Measures"	[REDACTED]	Lot	[REDACTED]	\$ 31,000.00

Estimated Amount - Year One of Base Period:

\$1,258,730.37

BASE PERIOD - Contract Year Two

CLIN A003

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: 12/01/06 - 11/30/07			
Functional Expert	[REDACTED]	[REDACTED]	\$ 8,638.63
Project Manager	[REDACTED]	[REDACTED]	\$ 17,941.50
Information Systems Engineer 3	[REDACTED]	[REDACTED]	\$ 39,234.13
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 25,873.82
Information Systems Analyst 2	[REDACTED]	[REDACTED]	\$ 108,495.12
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 15,927.53
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Functional Expert	[REDACTED]	[REDACTED]	\$ 25,915.89
Project Manager	[REDACTED]	[REDACTED]	\$ 53,824.50
Information Systems Engineer 3	[REDACTED]	[REDACTED]	\$ 117,702.39
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 77,999.18
Information Systems Analyst 2	[REDACTED]	[REDACTED]	\$ 326,329.68
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 47,782.58
Subtotal:	[REDACTED]	[REDACTED]	\$ 865,664.95

CLIN A004

Other Direct Costs (ODC)	Total Estimated Costs
Materials/Equipment/Hardware/Software, Etc. --- Estimated No-to-Exceed	\$ 166,836.19
Travel ---- Estimated Not-to-Exceed	\$ 34,610.40
M&S (2.22%)	\$ 3,765.48
G&A (12.68%)	\$ 4,513.55
Subtotal:	\$ 209,725.62

The fixed unit price and estimated ODC of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

CLIN A004.1

Maximum Incentive Fee Pool (Tasks 1-5)	Qty	Unit	Unit Price	Total Price
Incentive Fee Pool pursuant with Section C.28.4, "Performance Measures"	[REDACTED]	Lot	[REDACTED]	\$ 31,000.00

Estimated Amount - Year Two of Base Period: \$1,106,390.57

TOTAL ESTIMATED AMOUNT - BASE PERIOD: \$2,365,120.94

OPTION YEAR ONE - Contract Year Three

CLIN B001

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Functional Expert	[REDACTED]	[REDACTED]	\$ 8,828.49
Project Manager	[REDACTED]	[REDACTED]	\$ 16,745.40
Information Systems Engineer 3	[REDACTED]	[REDACTED]	\$ 75,450.25
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 34,278.09
Information Systems Analyst 2	[REDACTED]	[REDACTED]	\$ 129,761.43
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 2,746.13
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Functional Expert	[REDACTED]	[REDACTED]	\$ 26,485.47
Project Manager	[REDACTED]	[REDACTED]	\$ 50,236.20
Information Systems Engineer 3	[REDACTED]	[REDACTED]	\$ 226,350.75
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 103,211.99
Information Systems Analyst 2	[REDACTED]	[REDACTED]	\$ 390,128.61
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 8,238.38
Subtotal:	[REDACTED]	[REDACTED]	\$1,072,461.19

CLIN B002

Other Direct Costs (ODC)	Total Estimated Costs
Materials/Equipment/Hardware/Software, Etc. --- Estimated No-to-Exceed	\$ 175,621.13
Travel ---- Estimated Not-to-Exceed	\$ 60,972.00
M&S (2.22%)	\$ 3,960.51
G&A (12.68%)	\$ 7,880.93
Subtotal:	\$ 248,434.57

The fixed unit price and estimated ODC of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

CLIN B002.1

Maximum Incentive Fee Pool (Tasks 1-5)	Qty	Unit	Unit Price	Total Price
Incentive Fee Pool pursuant with Section C.28.4, "Performance Measures"	[REDACTED]	Lot	[REDACTED]	\$ 31,000.00

TOTAL ESTIMATED AMOUNT- OPTION YEAR ONE:

\$1,351,895.76

OPTION YEAR TWO - Contract Year Four

CLIN C001

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Functional Expert			\$ 8,828.49
Project Manager			\$ 16,745.40
Information Systems Engineer 3			\$ 78,541.87
Information Systems Analyst 1			\$ 35,127.96
Information Systems Analyst 2			\$ 131,450.07
Information Systems Analyst 3			\$ 1,525.63
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Functional Expert			\$ 26,485.47
Project Manager			\$ 50,236.20
Information Systems Engineer 3			\$ 235,625.61
Information Systems Analyst 1			\$ 105,383.88
Information Systems Analyst 2			\$ 395,194.53
Information Systems Analyst 3			\$ 4,576.88
Subtotal:			\$1,089,721.99

CLIN C002

Other Direct Costs (ODC)	Total Estimated Costs
Materials/Equipment/Hardware/Software, Etc. --- Estimated No-to-Exceed	\$ 182,191.13
Travel ---- Estimated Not-to-Exceed	\$ 60,972.00
M&S (2.22%)	\$ 4,106.36
G&A (12.68%)	\$ 7,899.43
Subtotal:	\$ 255,168.92

The fixed unit price and estimated ODC of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

CLIN C002.1

Maximum Incentive Fee Pool (Tasks 1-5)	Qty	Unit	Unit Price	Total Price
Incentive Fee Pool pursuant with Section C.28.4, "Performance Measures"		Lot		\$ 31,000.00

TOTAL ESTIMATED AMOUNT- OPTION YEAR TWO:

\$1,375,890.91

OPTIONAL TASK 6 - TRAINING

CLIN D001: BASE PERIOD - Contract Year One

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: Award - 11/30/06			
Project Manager	[REDACTED]	[REDACTED]	\$ 1,022.40
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 14,982.00
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 14,082.00
Period rates in effect: 12/01/06 - 11/30/07			
Project Manager	[REDACTED]	[REDACTED]	\$ 3,189.60
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 46,742.85
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 43,938.00
Total:	[REDACTED]	[REDACTED]	\$ 123,956.85

The fixed unit price of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

Maximum Incentive Fee Pool (Task 6)	Qty	Unit	Unit Price	Total Price
Incentive Fee Pool pursuant with Section C.27.4, "Performance Measures"	[REDACTED]	Lot	[REDACTED]	\$ 5,000.00

TOTAL ESTIMATED AMOUNT- CLIN D001

\$ 128,956.85

CLIN D001A: BASE PERIOD - Contract Year Two

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: 12/01/06 - 11/30/07			
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 18,036.13
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 15,622.40
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 54,108.39
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 46,867.20
Total:	[REDACTED]	[REDACTED]	\$ 134,634.12

The fixed unit price of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

Maximum Incentive Fee Pool (Task 6)	Qty	Unit	Unit Price	Total Price
Incentive Fee Pool pursuant with Section C.27.4, "Performance Measures"	[REDACTED]	Lot	[REDACTED]	\$ 5,000.00

TOTAL ESTIMATED AMOUNT- CLIN D001A

\$ 139,654.12

CLIN D001B: OPTION YEAR ONE - Contract Year Three

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 16,430.82
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 14,646.00
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 49,292.46
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 43,938.00
Total:	[REDACTED]	[REDACTED]	\$ 124,307.28

The fixed unit price of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

Maximum Incentive Fee Pool (tasks 6)	Qty	Unit	Unit Price	Total Price
Incentive Fee Pool pursuant with Section C.28.4, "Performance Measures"	[REDACTED]	Lot	[REDACTED]	\$ 5,000.00

TOTAL ESTIMATED AMOUNT- CLIN D001B \$ 129,307.28

CLIN D001C: OPTION YEAR TWO - Contract Year Four

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 16,430.82
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 14,646.00
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Information Systems Analyst 1	[REDACTED]	[REDACTED]	\$ 49,292.46
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 43,938.00
Total:	[REDACTED]	[REDACTED]	\$ 124,307.28

The fixed unit price of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

Maximum Incentive Fee Pool (tasks 6)	Qty	Unit	Unit Price	Total Price
Incentive Fee Pool pursuant with Section C.28.4, "Performance Measures"	[REDACTED]	Lot	[REDACTED]	\$ 5,000.00

TOTAL ESTIMATED AMOUNT- CLIN D001C \$ 129,307.28

OPTIONAL TASK 7 - TECHNOLOGY REFRESH

CLIN E001

Labor Category	Estimated Hours	Labor Rate	Total Estimated Costs
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Project Manager	[REDACTED]	[REDACTED]	\$ 7,309.50
Information Systems Engineer 3	[REDACTED]	[REDACTED]	\$ 44,902.10
Information Systems Analyst 2	[REDACTED]	[REDACTED]	\$ 21,108.00
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 13,425.50
Period rates in effect: 11/30/07 - (Pending price adjustment pursuant with GSA Contract Clause C.24)			
Project Manager	[REDACTED]	[REDACTED]	\$ 21,928.50
Information Systems Engineer 3	[REDACTED]	[REDACTED]	\$ 134,706.30
Information Systems Analyst 2	[REDACTED]	[REDACTED]	\$ 63,324.00
Information Systems Analyst 3	[REDACTED]	[REDACTED]	\$ 40,276.50
Subtotal:	[REDACTED]	[REDACTED]	\$ 346,980.40

CLIN E002

Other Direct Costs (ODC)	Total Estimated Costs
Materials/Equipment/Hardware/Software, Etc. --- Estimated No-to-Exceed	\$1,729,742.01
Travel ---- Estimated Not-to-Exceed	\$ 28,447.65
M&S [REDACTED]	\$ 38,899.45
G&A ([REDACTED])	\$ 5,688.46
Subtotal:	\$1,802,777.57

The fixed unit price and estimated ODC of line items shown above to meet requirement as delineated in Section C entitled, "Statement of Work," shall include all cost deemed necessary by the offeror.

TOTAL ESTIMATED AMOUNT- TASK 7

\$2,149,757.97

B.2 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$2,365,120.94**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is **\$1,130,000.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**Enterprise
Digital Data Management System
Operations & Maintenance
Statement of Work**

C.1 BACKGROUND

The Atomic Safety and Licensing Board Panel (ASLBP) conducts all licensing and other hearings as directed by the Commission, primarily through individual three-judge Atomic Safety and Licensing Boards appointed by either the Commission or the Chief Administrative Judge. In addition to adjudicating licensing and enforcement cases regarding nuclear power reactors and nuclear materials, ASLBP will be responsible for conducting the adjudicatory proceeding regarding the Department of Energy's (DOE) application for construction authorization for a high-level waste (HLW) repository at Yucca Mountain, NV. The scope and nature of this proceeding, as well as the agency's other reactor and materials licensing adjudications, dictate the essential need for efficient capture and management of the enormous volume of multimedia data that must be processed and displayed in a very short time frame.

The U.S. Nuclear Regulatory Commission (NRC) established digital information retrieval, utilization, and display capabilities in conjunction with the potential licensing proceeding for a HLW repository. The Digital Data Management System (DDMS) has been successfully developed and deployed in the NRC Two White Flint North (TWFN) complex in Rockville, MD and in a GSA-leased building in Las Vegas.

Because judges, lawyers, counsel for parties, and technical support staff will use the DDMS interchangeably in both Rockville and Las Vegas in support of the Yucca Mountain proceeding as well as other proceedings, the components installed in the Las Vegas facility are basically identical to those installed in Rockville. Additionally, data and document files stored in the Rockville system must be made available to support hearings held in Las Vegas, and vice versa, driving a requirement that the databases and data files installed in Las Vegas under this effort be a virtual mirror image of the existing Rockville DDMS configuration and be fully integrated with its operation.

The currently operational Enterprise DDMS enables the creation and use of an integrated, comprehensive digital record for adjudicatory proceedings. Using information that is pre-filed electronically by hearing participants in the Agencywide Documents Access and Management System (ADAMS)-based Electronic Hearing Docket (EHD), the DDMS records, stores, and displays the text and image of documents and other digital data presented in the hearings and permits access and retrieval of the entire documentary and video record of the proceeding in an electronic format. The system allows counsel for the parties to bring prepared materials to the evidentiary hearings electronically and to have them integrated and accessible concurrently with the record being presented in the hearing room. The record is continually accessible by the presiding officer and the parties in the proceeding. The DDMS supports hearing activities and information management during the pre-hearing, hearing, and post-hearing phases. Additionally, the system may be used to support various meetings held in either the Panel's Rockville Headquarters hearing room or the Las Vegas facility.

C.1.1 Available Documentation

There are number of documents which are currently available describing the current operational state of DDMS. The following documents will be made available upon request.

Document Title	Document Date	Version
DDMS Configuration Control Board Procedures	December 21, 2005	2.0
Enterprise DDMS Backup and Recovery Plan	May 12, 2006	2.0
Enterprise DDMS Contingency Plan	May 31, 2006	2.1
Enterprise DDMS E-Authentication Risk Assessment	December 13, 2005	.03
Enterprise DDMS Interface Control Document	December 12, 2005	3.3
Enterprise DDMS Operational Support Guide	February 2, 2006	2.2
Enterprise DDMS Production Design Document	June 29, 2005	1.2
Enterprise DDMS Risk Assessment	May 31, 2006	1.7
Enterprise DDMS Security Categorization	February 13, 2006	1.3
Enterprise DDMS Software Engineering Notebook	February 7, 2006	2.2
Enterprise DDMS System Security Plan	May 3, 2006	1.1
Enterprise DDMS Training Plan	June 15, 2006	2.0
Enterprise DDMS Users Guide	May 31, 2006	2.2
Las Vegas Audio Visual Operations Guide	January 16, 2006	1.0
Rockville Audio Visual Operations Guide	November 11, 2005	3.0

C.2 OBJECTIVE

The objective of this contract is to provide the NRC with specialized operations and maintenance (O&M) support for the Enterprise DDMS. DDMS must remain operational to support the highly visible and contentious HLW proceeding as well as other ASLBP hearings or meetings held at the Rockville hearing room or the Las Vegas hearing facility.

C.3 SCOPE

The Contractor shall provide all necessary personnel and materials required in support of the tasks outlined in this statement of work. Specifically, the Contractor shall provide operational and maintenance support for the DDMS installations at the Rockville hearing room, the Las Vegas hearing facility, and for application installations in the Consolidated Test Facility (CTF) and Test and Acceptance Environment (TAE)

The Contractor shall be responsible for all audio visual and data processing components installed at the NRC hearing room, and the Las Vegas hearing facility.

C.4 CONTRACT TASKS

C.4.1 Task One - Operations and Maintenance

C.4.1.1 Scope of Maintenance Activity

The Contractor shall perform server operating system and application software diagnostics as detailed in the Enterprise DDMS Operations Guide at least once every week. The Contractor shall deliver a report detailing the results of the weekly diagnostic tests to the DDMS Project Management Team as well as to the DDMSwebmaster@nrc.gov e-mail account. A summary and any events of note from these reports will be included in the two activity reports due each month.

The Contractor shall be responsible for ensuring that all servers, workstations, routers, and firewalls and their operating systems are patched to the current recommended versions. The Contractor shall provide all testing, including regression testing, that may be required per the configuration control procedures outlined in the NRC's PMM procedures and the DDMS Configuration Control Board (CCB) procedures, and following procedures documented in the Enterprise DDMS Operations Guide. All patch installations shall be pre-coordinated with the DDMS Project Management Team. All patches shall be recorded in the appropriate system documentation on an ongoing basis.

The Contractor shall ensure that, on a daily basis by no later than 8:30 a.m. Eastern Time (ET), any documents published by the HLW-EHD to DDMS have been indexed into DDMS and that all newly-indexed metadata is correct following procedures documented in the Enterprise DDMS Operations Guide. Should there be an indexing problem, the Contractor shall take corrective action following procedures documented in the Enterprise DDMS Operations Guide and will notify the DDMS Project Management Team immediately. Should the corrective actions taken not resolve the indexing problem, the contractor should stand by for further action as required.

The Contractor shall ensure that, on a daily basis by no later than 8:30 a.m. ET, following procedures documented in the Enterprise DDMS Operations Guide, any documents entered into DDMS as ad hoc documents (i.e., have not been pre-filed into the EHD) have been transferred and are available in ADAMS via a process performed under a separate contract. Should there be a problem, the Contractor shall notify the DDMS Project Management Team and database administrators for other impacted systems immediately and stand by for further action as required.

The Contractor shall perform, backups of the local (either Rockville or Las Vegas) servers and systems following procedures documented in the Enterprise DDMS Backup and Recovery Plan.

The Contractor shall confirm that, on a daily basis by no later than 8:30 a.m. ET that the previous night's data backup to the NRC data center was successful and relay any negative results to DDMS Project Management Team together with a plan for resolution following procedures documented in the Enterprise DDMS Backup and Recovery Plan.

The Contractor shall provide support to ASLBP staff, on an as needed basis, in the conversion process to covert paper copy exhibits to electronic documents utilizing government furnished equipment. The government estimates the scanning volume will be two 25 page documents per scheduled hearing day. See Section C.4.3.2 for estimates of hearing days per year.

The Contractor shall ensure that connectivity is maintained between the DDMS installation in the Rockville hearing room and the Las Vegas facility, as well as connectivity to the Internet and to other NRC systems.

The Contractor shall ensure that SQL Server Database replication is functioning, file system replication is functioning, scheduled application processes have initiated and completed successfully, and troubleshoot LAN/WAN connectivity problems working in conjunction with OIS as directed by the DDMS Project Management Team.

The Contractor shall compile two activity reports per month. One shall be due mid-month and one at month-end. Each shall detail the month's activity to-date and include a summary and any events of note from the weekly security reviews and diagnostic reports. These reports shall include a detailed description of any major maintenance, software updates, or configuration changes. The reports shall also include descriptive information on each trouble call or any system malfunctions including the resolution and the time period it took to clear the event. In addition, these reports shall include monthly performance statistics (i.e., approximately how much vendor labor time was used for each task area or trouble call, number of running hours, number of downtime hours, etc.).

The Contractor shall perform database recovery, system restore/rebuild, operating system reinstall, and equipment reboots/restarts as needed to resolve system problems encountered during hearing days as approved/directed by a member of the DDMS Project Management Team. The Contractor shall track the occurrences of these types of events and provide, as part of the month-end activity report, a detailed analysis of events, causes, resolutions and labor effort to resolve.

The Contractor shall coordinate warranty replacement and maintenance contracts of hardware components with the designated warrantor (i.e., Cisco Systems, Dell Computer Corporation) as necessary and where applicable as approved/directed by a member of the DDMS Project Management Team.

For all modifications made to the hardware, operating systems, and equipment configuration the contractor shall document, via appropriate updates, system documentation, including the Software Engineering Notebook, Users Guide, and operations guide, as maintenance requests are completed. This will be completed in conjunction with any application or A/V changes made to either site or the Enterprise DDMS. Documentation updates on the application or the A/V system will be completed within 30 days by the Contractor, and the Contractor is responsible for updating the operations guides in all locations.

The Contractor shall adhere to the NRC's PMM approach for all activities performed under this contract.

The Contractor, following configuration management procedures, shall be responsible for making necessary changes to ensure that corrective, adaptive and perfective requirements are implemented accurately and fully documented in the shortest amount of time possible.

The Contractor shall be responsible for maintaining software maintenance licenses on a current basis and ensuring no loss in software maintenance coverage for each server, resident COTS package, including application software, database software, OS software and security/virus detection software including digital signatures software. See Appendix II.

The Contractor shall be responsible for preparing and submitting to the DDMS Project Management Team, any software toolkit requests for any new software product, or new software version, that is added to the baseline configuration. It is estimated that this may occur once or twice a year.

The Contractor shall, at a minimum, provide and maintain a supply of hardware components listed in Appendix I in government-provided space in both Rockville and Las Vegas locations for emergency replacement of key Enterprise DDMS components that are not fully redundant or fault tolerant.

The Contractor shall, upon request, produce ad-hoc reports and queries from any of the DDMS application component system. The NRC estimates that one simple report (e.g. consisting of a query utilizing three or less data sources) and one complex report (e.g. consisting of a query utilizing more than three data sources) per month.

The Contractor shall respond to questions from DDMS account holders pertaining to use and technical aspects of the various application systems as directed by a member of the DDMS Project Management Team or members of the ASLBP staff.

The Contractor shall maintain all DDMS application database tables, including SQL Server and Plumtree tables, following procedures documented in the Enterprise DDMS Operations Manual. This may include posting changes that result from minor data normalization and cleanup activities as the size of the DDMS databases increase.

The Contractor shall inform the DDMS Project Management Team via e-mail upon completion of each maintenance and operational support activity. The e-mail will define the action taken and identify any subsequent actions that may be necessary.

C.4.1.2 Definitions

Application maintenance is defined as modification, correction or installing updates of code and/or data following DDMS configuration management procedures as appropriate which are part of an application system in order to make the application system perform as intended in support of a business process/area for which it was written. These modifications/corrections include, but are not limited to, modification of programs, portlets, table structures, data, and documentation.

Maintenance also includes, but is not limited to, analysis of conditions and outputs in order to identify root causes of problems and define methods for correction, troubleshooting, and establishment and execution of project-level configuration management, backups, restores, archives, housekeeping, etc.; the installation of vendor supplied software patches and maintenance releases in conformance with the appropriate software licenses; and, coordination with software and hardware vendors to identify and track open "tickets" for resolving and closing software technical issues.

Operating environment maintenance is defined as servers, their operating systems and associated software and all software components not embedded in the application software.

Operational support is defined as data support, report generation and production support but may take various other forms.

Data support shall include, but not be limited to, data interpretation, discrepancy resolution and verification.

Report generation shall include producing reports in various outputs including hard copy and electronic format (WordPerfect, ASCII, Excel, PDF, etc.), from DDMS either on a scheduled or ad-hoc basis of (a) standard reports or (b) quick query or (c) new reports using newly defined criteria. This includes the development of additional "canned" queries and reports as identified by the DDMS Project Management Team to be included in the scheduled deliverable reports.

Production support shall include, but not be limited to, initiating program sequences on a prescribed schedule, QA reviews and data transfers between systems either through kick-off of electronic processes (programs) or inputs of tapes or other physical media, system monitoring, troubleshooting, and applying immediate corrective measures to agency production application systems (in some cases, on a 24-hour on-call basis).

The Contractor shall also provide operational support on the A/V subsystem to the clerk of court and to parties involved in proceedings utilizing the DDMS system during hearings/meetings.

C.4.1.3 Initiation of Work

The Contractor shall have the responsibility and is authorized to take necessary actions for up to the items specifically identified in section 4.1.1, so long as the effort takes no more than 16 hours, without prior specific approval by the DDMS Project Management Team. The Contractor shall notify the DDMS Project Management Team upon completion of each activity. Notification shall include identification of any issues and/or problems encountered and a brief summary of the resolution.

For items specifically identified in section 4.1.1 which the Contractor determines will take more than 16 hours to complete, the Contractor shall request approval from a member of the DDMS Project Management Team before commencing work.

For all other work not specifically identified in section 4.1.1, a member of the DDMS Project Management Team shall submit requests by e-mail or other written correspondence to the Contractor as detailed in section 4.1.4, below. The Contractor shall respond to the work request by e-mail or other written communication to the DDMS Project Management Team within one week of the request. The response shall include the estimated level of effort to complete the activity and shall include supporting detail as requested .

Application system failures or other critical problems (i.e., Norton AntiVirus, backup software, intrusion detection) that necessitate emergency maintenance action on DDMS shall immediately be corrected and brought to the attention of the DDMS Project Management Team, if discovered during monitoring efforts conducted by the Contractor in its role of providing operational and production support or by monitoring efforts conducted by NRC Network Operations Center staff or contractors.

C.4.1.4 Work Actions Requiring Preapproval

Within one week of the request, the Contractor shall develop and deliver via e-mail, to NRC's DDMS Project Management Team, work estimates, schedules and plans for the requested.

NRC's DDMS Project Management Team will review the Contractor's assessment and will provide an e-mail authorization within two work days of receipt. The Contractor shall not commence code or data changes without an e-mail authorization from a member of the DDMS Project Management Team. Authorized actions shall be performed by the Contractor within five (5) workdays of authorization, unless a longer time is approved by NRC's DDMS Project Management Team.

C.4.1.5 Standard Work Approach

Maintenance requests for the DDMS system will routinely revolve around software releases of the COTS products that make up the DDMS system. The Contractor shall inform the DDMS Project Management Team when releases to underlying COTS products are available. The Contractor shall propose a technical integration and testing plan for those releases. Technical system documentation and User Guides will be reviewed and understood by the Contractor to minimize redundant analysis. The Contractor shall allow 10 working days for NRC acceptance testing of each maintenance release and shall schedule sufficient time for corrections.

Changes to application system source code shall be made utilizing only those vendor products defined in the application system baseline, unless authorization has been received in writing from a member of the DDMS Project Management Team. It is the responsibility of both NRC's DDMS Project Management Team and the Contractor to ensure that introduction of any new product to the application system is consistent with the authorized list of vendor products (a k a., toolkit) approved by NRC's Environmental Change Control Board.

The Contractor shall maintain a current copy of the DDMS Production system in the NRC's CTF, TAE, and any other NRC owned and operated installation. The Contractor shall test and add to the test bed baseline, subsequent to acceptance by the government, all major software upgrades in the CTF prior to installing the upgrades on the production systems to ensure continued compatibility with existing NRC applications.

C.4.1.6 Specialized Maintenance Support

The Contractor shall provide access to vendor systems specialists to support key software and hardware components as needed to troubleshoot unique or atypical technical situations. It is estimated that each of these products may experience one problem per year requiring 60 hours of specialized expertise to work in conjunction with regular O&M staff.

C. 4.1.7 Schedule of Deliverables

Individual deliverables and specific due dates shall be negotiated with each planned maintenance release and when directed by the DDMS Project Management Team. The Contractor shall deliver, via e-mail, all new and updated documentation deliverables, in both draft and final versions, associated with each maintenance or operational support activity to the DDMS Project Management Team. Drafts shall be delivered as created for NRC review and sufficient NRC review time (three to five working days) shall be granted. Final versions shall be delivered incorporating comments and/or changes provided by the DDMS Project Management Team or designated alternate.

The Contractor shall deliver all required reports and any correspondence to the DDMS Project Management Team as well as the DDMSwebmaster@nrc.gov e-mail account.

Deliverable Name	Delivery Schedule
Security Review Report	Weekly
System Diagnostic Tests Report	Weekly
Verify EHD documents have been indexed into DDMS	Daily
Verify DDMS ad hoc documents are available in ADAMS	Daily
Verify data backups	Daily
Perform backups of servers and systems	As Scheduled
Support conversion of paper exhibits to electronic documents	As needed
Verify remote site connectivity	Daily
Resolve system problems	As needed
Coordinate warranty replacement of hardware components with the warrantor	As necessary
Maintenance and Operational support activity completion notification	Within five days of completion of activity
Mid-month activity report	One day prior to scheduled meeting
End of month activity report	One day prior to scheduled meeting
Draft updated system documentation (e.g., Software Engineering Notebook)	Within 15 days after completion of modification
Final updated system documentation (e.g., Software Engineering Notebook)	Within ten days after receipt of review comments

C.4.2 Task Two - IT Security Activities

C.4.2.1 Objectives

The primary objective of this task is to ensure that the Enterprise DDMS remains available for use throughout its entire life-cycle. Security measures which are monitored, tested, and updated are crucial to the availability of the Enterprise DDMS. Additionally, Federal IT systems are governed by federal statute, law, and standards. Strict adherence to the rules and regulations are a must for Federal IT systems to remain in production. This Task is specifically designed to maintain a strong security posture which is in alignment with Federal IT systems rules and regulations.

C.4.2.2 Scope of Security Activity

The Contractor, on a quarterly basis, shall evaluate the security posture of the Enterprise DDMS by conducting a test of at least 25% of the National Institutes of Standards and

Technology (NIST) Special Publication (SP) 800-53, Recommended Security Controls for Federal Information Systems, security controls that are required for the Enterprise DDMS. The controls shall be selected by the DDMS Project Management Team and provided to the Contractor 30 calendar days prior to the required evaluation date. The Contractor shall submit a test plan to be approved by the DDMS Project Management Team 5 working days prior to the evaluation. Upon completion of the evaluation, the Contractor shall provide the DDMS Project Management Team a report detailing the findings of the evaluation and a Plan of Action for any issues found during the evaluation. The report and plan of action shall be delivered no more than 5 working days after the completion of the evaluation.

The Contractor shall be responsible for reviewing security logs on a daily basis for the Enterprise DDMS routers, firewalls, servers, and workstations to ensure the continued availability of the Enterprise DDMS. The Contractor shall deliver a weekly report detailing the results of the daily security reviews to the DDMS Project Management Team. A summary including any events of note from these reports will be included in the two activity reports due each month.

The Contractor shall be responsible for providing a plan of action to ensure that the Enterprise DDMS software and hardware components remain and stay current with Federal Information Technology Security Guidelines when any new or revised guidelines are made available. This includes but is not limited to Federal Information Processing Standards, NIST requirements and NRC Security Policies.

The Contractor, on a yearly basis, shall assist in efforts to complete yearly E-Authentication Risk Assessments and NRC Major Application Security Self-Assessments by providing qualified staff to meet with OIS contractors and the DDMS Project Management Team during assessment interviews.

On a yearly basis, the System Security Plan, Contingency Plan, Security Test and Evaluation Plan, and Backup and Recovery Plan, shall be independently reviewed and tested by an OIS provided contractor. The Contractor shall use the results of these tests as basis for updating the Enterprise DDMS Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, and Backup and Recovery Plan as appropriate. Additionally, the Contractor shall be fully responsive and provide all needed support in circumstances where the DDMS Project Management Team members may independently inspect and test security components.

The Contractor, on a quarterly basis, shall conduct a comprehensive security scan of the Enterprise DDMS using an OIS approved security scanning tool set. Upon completion of the scans, the Contractor shall provide the DDMS Project Management Team a report detailing the findings of the scan results and a Plan of Action for any issues found during the scans. The report and plan of action shall be delivered no more than 10 working days after the completion of the security scans.

C.4.2.3 Initiation of Work

The Contractor shall have the responsibility and is authorized to take necessary actions for up to the items specifically identified in section 4.2.2 without prior specific approval by the Project Management Team. The Contractor shall notify the DDMS Project Management Team upon completion of each activity. Notification shall include identification of any issues and/or problems encountered and a brief summary of the resolution.

Potential security vulnerabilities (i.e., Norton AntiVirus, intrusion detection) or other critical problems that necessitate emergency maintenance action on DDMS shall immediately be corrected and brought to the attention of the DDMS Project Management Team, if discovered during monitoring efforts conducted by the Contractor in its role of providing operational and production support or by monitoring efforts conducted by NRC Network Operations Center staff or contractors.

C.4.2.4 Schedule of Deliverables

Deliverable Name	Delivery Schedule
Security Log Review Report	Weekly
Security Log Review Summary	Bi-monthly as part of activity report
NIST 800-53 Security Control Review	Quarterly
Documentation Updates	Yearly as scheduled
Security Scans	Quarterly

C.4.3 Task Three - Hearing/Meeting Support

C.4.3.1 Objective

The purpose of this task is to ensure that the Contractor provides sufficient qualified staffing to support the use of the Enterprise DDMS during ASLBP hearings or meetings held at the Rockville hearing room or the Las Vegas hearing facility.

C.4.3.2 Scope of Hearing Support Activity

ASLBP expects to conduct an average of four hearing/meeting days per month during Fiscal Year 07, and an average of ten hearing/meeting days per month during Fiscal Year 08. During Fiscal Years 09 and 10, ASLBP expects the number hearing/meeting days to increase to 18 days per month. Hearings/meetings may take place at either the Las Vegas Hearing Facility, the Rockville Hearing Room, or both.

The Contractor shall provide, in either or both locations, two individuals to provide operational support for the audio visual system and DDMS Application for periods generally not exceeding 10 hours per work day and generally during the work week. However; due to the nature of legal proceedings, it may become necessary for operational support to extend beyond that 10 hour period as well as during weekend and holidays. The contractor shall propose staffing plans which detail extended coverage in one hour increments up to 6 additional hours.

The Contractor shall conduct a thorough system test of the audio visual system, including videoconferencing and webstreaming available via NRC-contracted services, and the DDMS application to ensure that the hearing room is ready for that day's hearing/meeting at least one hour prior to the beginning of scheduled hearings/meetings.

The Contractor shall work with the NRC-contracted court reporters, with direction from DDMS Project Management Team or designee, to provide assistance to ensure that Line 21¹ signals are captured for the purpose of close-captioning and video transcript synchronization.

The Contractor shall assist the ASLBP Clerk of the Court in performing any beginning of, or end of, session data migration or other activities required to support the day's proceedings.

The Contractor shall work with Office of Information Services (OIS) staff and OIS contractors to resolve any telecommunications problems, web access problems, or data discrepancies between DDMS and other agency systems, and provide a report to the DDMS Project Management Team detailing the discrepancies, cause, and mitigation.

C.4.3.3 Initiation of Work

In general, the DDMS Project Management Team will notify the Contractor, by e-mail, at least two weeks before any scheduled hearing/meeting. However; due to the nature of legal/regulatory proceedings, the Contractor should expect that, on occasion, there may be as little as 12 hour notice from the DDMS Project Management Team requesting hearing/meeting support.

The Contractor shall continue to support scheduled hearings/meetings that exceed a planned daily 10 hour duration without requiring prior approval from the DDMS Project Management Team. If continuation sessions are directed by an ASLBP presiding officer, the Contractor shall deem that the assignment is continued and just notify the DDMS Project Management Team that the session was extended.

C.4.3.4 Schedule of Deliverables

Deliverable Name	Delivery Schedule
Daily System Check	Daily for scheduled hearing/meeting days
Hearing/Meeting Day Operational Support	Two individuals daily for scheduled hearing/meeting days
Discrepancy Report	4 hours after discrepancy resolved

C.4.4 Task Four - Application Enhancements

C.4.4.1 Objective

¹ Line 21 is the industry-standard track of a video signal used by closed-captioning systems to embed the text onto the video signal. The serial output of the transcription machine is connected to a Line 21 encoder. The Court Reporter/closed captionist will connect their stenographic machine to a DDMS workstation running the Total Eclipse Court Reporting/Closed Caption software. This workstation and software will translate the output from the stenographic machine and provide input to the closed caption encoder providing the text for the real-time transcript as well as the closed caption text displayed on the hearing room monitors for the hearing impaired.

The objective of this task is to provide flexibility in the operation of the Enterprise DDMS as policies and procedures within the NRC, ASLBP, and the industry evolve. Although this task enables the Enterprise DDMS to be enhanced, it provides for specific procedures to be in place to control how those enhancements are introduced, evaluated, and implemented.

C.4.4.2 Scope of Application Enhancements Activity

The Contractor shall have available qualified staff capable of making enhancements to the Enterprise DDMS based upon requests from the DDMS Project Management Team for changes that have been approved by the DDMS CCB. The Contractor shall provide a requirements document and implementation approach for each requested change or group of changes to be approved by the DDMS Project Management Team. This document shall also include an estimated amount of effort required to complete development, testing, implementation and documentation updates.

Once completed, the Contractor shall install the requested change on the consolidated test facility for review and testing by DDMS Project Staff. Upon approval by DDMS Project Staff, the Contractor shall install the enhancement into the production environment unless the enhancement impacts any other NRC data processing components. Should the enhancement impact other NRC systems, the Contractor shall install the enhancement in the TAE for full regression testing with other impacted NRC systems. Upon enhancement review and successful testing, the Contractor shall deploy the enhancement to the production environment and ensure the stability of the production environment.

The Contractor shall ensure that the DDMS installation in both the CTF, TAE, and any other DDMS installation owned and operated by the NRC are updated with the new code baseline as well as the Rational code base repository as defined by PMM procedures.

The Contractor shall update all appropriate documentation upon deployment to the production environment.

C.4.4.3 Initiation of Work

The DDMS Project Management Team shall send a request to the Contractor requesting the initiation of an enhancement. The DDMS Project Management Team shall send to the Contractor the DDMS CCB approval form and detailed information regarding the request enhancement.

C.4.4.4 Schedule of Deliverables

Deliverable Name	Delivery Schedule
Enhancement Design Requirements Document, including cost estimates	10 days from receipt of enhancement request
Requested Enhancement	As detailed in approved enhancement design detail document
PMM updates	Within 5 days of deployment to production environment

Documentation Updates	Within 15 days of deployment to production environment
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C.4.5 Task Five - Test Environment

C.4.5.1 Objective

The NRC has two test environments that are used in conjunction with the deployment of new systems and modifications to others.

The first is the consolidated test facility (CTF), which is operated independent of the NRC's production environment. The CTF provides a flexible environment to facilitate the various types of testing associated with a standard system life cycle. All large systems that are deployed in the Production Operations Environment (POE) must complete an Acceptance Test which involves verifying security and operational compliance, and the overall compatibility with the POE. Also, some COTS and/or desktop deployments new to the environment may require a Desktop Acceptance Test.

The second is the TAE which is used to perform impact analysis and quality assurance on changes, upgrades and refinements before they are migrated to the POE, as prescribed by the Configuration Management processes and protocols adopted by NRC.

C.4.5.2 Scope of Test Environment Activity

The Contractor shall maintain the two above identified working test environments. The first shall be located in the CTF and shall replicate the Enterprise DDMS as close to the installed system as possible to include a simulated WAN connection and clustered server environment. The CTF system shall also include non-clustered video encoding equipment.

The Contractor shall also maintain a second system in the NRC's TAE environment. This system only needs to include components that are required to simulate the external interface connections to in-house NRC systems.

The Contractor shall ensure that the CTF and TAE maintain the current operating version of the DDMS application.

C.4.5.3 Initiation of Work

The Contractor shall have authority to take necessary actions for each item listed in section 4.5.2 without prior approval. The Contractor shall notify the DDMS Project Management Team upon completion of each activity. Notification shall include identification of any issues and/or problems encountered and a brief summary of the resolution.

C.4.5.4 Schedule of Deliverables

Deliverable Name	Delivery Schedule
Update to CTF	Update of CTF baseline 10 days prior to deployment to production environment

Update to TAE - No Impact on other NRC systems	Update of TAE baseline 15 days after production implementation.
Update to TAE - Impact on other NRC systems	Update of TAE baseline 15 days prior to deployment to the production environment.

C.5 MEETINGS AND TRAVEL

The Contractor and the DDMS Project Management Team shall attend, as required, occasional (approximately two per month) meetings at the NRC's Rockville office or Contractor site to discuss maintenance and operational requests, issues, and progress.

C.6 DURATION OF CONTRACT

The ordering period for this contract shall commence on the effective date and will expire 24-months thereafter. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216.18 - Ordering). The term of this contract may be extended at the option of the Government for an additional two one-year periods.

C.7 OPTIONAL CONTRACT TASKS

The NRC reserves the right to negotiate the below work in the event such requirements become necessary. The NRC will notify the Contractor of its intent to exercise this option in writing and will exercise this option by means of a modification to the contract. Any such additional work shall be completed during the term of this contract

C.7.1 Task Six - Training

C.7.1.1 Objective

The objective of this task is to establish a flexible training program to address the needs of a widely disbursed, potentially worldwide, user community leveraging existing technology where possible.

C.7.1.2 Scope of Training Activity

The Contractor shall propose a training approach as well as develop training and course material, consistent with the Enterprise DDMS Training Plan, which leverages existing technologies where possible and provides the greatest exposure to a user community that:

1. Is widely disbursed;
2. Has varying levels of computer skills;
3. May or may not have access to high speed internet services;
4. Has limited time or resources to attend training; and
5. Will require periodic re-training.

In conjunction with any system enhancement developed and implemented as part of task four of this contract, the Contractor shall update all training material within 20 days to reflect the implemented enhancement.

The Contractor shall provide all training material to the DDMS Project Management team for review and approval before making it available to the user community.

The Contractor shall provide two 3-hour training sessions for up to 20 individuals, one each to be conducted in both the Rockville and Las Vegas hearing facilities, once a month. The Contractor shall design an approach to conducting training that utilizes DDMS functionality where possible (i.e. video conferencing, portal based training, etc).

C.7.1.3 Initiation of Work

The DDMS Project Management Team shall send a notification to the Contractor indicating the date, time, and subject of training to be conducted within a given month at least 30 days prior to the scheduled training date.

The Contractor shall have the authority to begin the update of training material once the NRC has fully tested and accepted any system enhancement.

C.7.1.4 Schedule of Deliverables

Deliverable Name	Delivery Schedule
Update to training material based on approved enhancement	Within 20 days of implemented enhancement
Two, Three hour training sessions in each location per month	On Scheduled Date

C.7.2 Task Seven - Technology Refresh

C.7.2.1 Objective

The objective of this task is to provide a vehicle in which the Enterprise DDMS can keep pace with the current state of technology. Software and hardware technology change at a tremendous pace. In order to maintain the reliability and performance of the Enterprise DDMS provisions need to be in place to adapt to the changing IT environments.

During FY 07/08, ASLBP intends to have an independent contractor evaluate the current state of technology in use by the Enterprise DDMS. The independent evaluation will take into consideration emerging hardware technology and provide the government with a report comparing the operational state of the enterprise DDMS system technology and current information technology baselines and trends.

C.7.2.2 Scope of Technology Refresh Activity

Should the government, based on the independent contractors report, determine the need for a technology refresh on all subsystems or on any given subsystem, the Contractor shall provide the government with a detailed technology refresh proposal, for implementation in one of the optional extension years, which shall include an integration plan, migration plan and all other PMM documentation appropriate for the type of technology insertion that is recommended so as not to interfere with or hamper any ongoing proceedings.

Upon approval of the technology refresh proposal, the Contractor shall implement the technology refreshed based upon the approved integration and migration plans.

The Contractor shall adhere to all NRC's policies regarding the introduction of new hardware and/or software components into the NRC's IT infrastructure. This includes updates to all required PMM documents including but not limited to; the Enterprise DDMS Production Design Document, the Enterprise DDMS Users Guide, the Enterprise DDMS Operational Guide, the Enterprise DDMS Software Engineering Notebook, the Enterprise DDMS System Test and Acceptance Plan, the Rockville Audio Visual Users Guide, and the Las Vegas Audio Visual Users Guide.

The Contractor shall provide all necessary documentation updates and staff resources to conduct full Security Certification and Accreditation Activities required for the new or updated components to be moved into the NRC production environment. This includes updates to all required PMM documents including but not limited to; the Enterprise DDMS Security Categorization, the Enterprise DDMS Risk Assessment, the Enterprise DDMS Security Plan, the Enterprise DDMS Contingency Plan, the Enterprise DDMS Security Test and Evaluation Plan, the Enterprise DDMS Interface Control Document, and the Enterprise DDMS.

C.7.2.3 Initiation of Work

If the government determines that a technology refresh on multiple or just selected subsystems is warranted, the DDMS Project Management Team shall provide the Contractor with the independent contractor report on the current state of the Enterprise DDMS technology. Upon receipt of this report, the Contractor shall begin the development of the technology refresh proposal on any selected subsystems identified by the DDMS Project Management Team as needing refresh.

The DDMS Project Management Team will evaluate the technology refresh proposal and present a recommendation to ASLBP Management for their consideration and request a Go/No Go decision. The Contractor will be notified promptly by the DDMS Project Management Team of the decision. If a Go decision has been issued, the Contractor shall begin work immediately on the technology refresh according to the technology refresh proposal. Should a No Go decision be issued, the Contractor shall terminate any activity related to this task.

C.7.2.4 Schedule of Deliverables

Deliverable Name	Delivery Schedule
Technology Refresh Proposal	45 days after the contractors receipt of the independent technology assessment report
Technology Refresh	Completion of technology refresh 180 days after NRC approval of technology refresh proposal

C.8 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY/MATERIALS

1. A list of Government Furnished Equipment can be found in Appendix II.
2. NRC will provide telecommunication services between headquarters and the Las Vegas facility. The installed service will connect the NRC headquarters 5th floor data center with a termination point in the Las Vegas facility IT/Communications room. Telecommunication services for any system administration performed from other than NRC facilities is the responsibility of the contractor.
3. The government will provide on-site office space for one contractor. Government-furnished equipment on-site shall include a desktop configuration for the on-site employee for general office use with connection to the Web Application Development Web server.
 - (a) The NRC will provide the contractor with the following items for use under this contract: NRC will provide a workstation, as well as standard office equipment and supplies (computer for access to systems being supported, desk, chair, telephone, file cabinet, etc.).
 - (b) The above listed equipment/property is hereby transferred from contract/agreement. N/A
 - (c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.
 - (d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

C.9 PROJECT OFFICER AUTHORITY

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

Name: Andrew Welkie
Address: U.S. Nuclear Regulatory Commission
Mailstop: T-3F23
Washington, DC 20555

Telephone Number: (301) 415-6541
E-Mail: axw5@nrc.gov

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

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated

in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

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

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

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

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

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

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

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

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

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

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

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

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

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

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

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

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

C.9.1 DDMS Project Management Team

In addition to the NRC Project Officer, the following individuals are designated as members of the DDMS Project Management Team:

Name: Roy Hardin, Alternate DDMS Project Officer (Rockville)
E-Mail: lah3@nrc.gov
Phone Number: (301) 415-6515

Name: Joe Deucher, Alternate DDMS Project Officer (Las Vegas)
E-Mail: jhd@nrc.gov
Phone Number: (702) 435-2979

The DDMS Project Team may issue technical instructions from time to time during the duration of the contract. Technical instructions must be within the general statement of work stated in contract and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance. DDMS Project Team members will also review all costs requested for reimbursement by the contractor and submit to the Project Officer and Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under the contract. The Contractor shall refer to Paragraph C.9, "Project Officer Authority," for information and guidance on any technical directions issued under the contract.

C.10 TECHNICAL PROGRESS REPORT

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

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

C.11 PLACE OF DELIVERY--REPORTS

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

- (a) Name: Andrew Welkie, Project Officer (2 copies)
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T-F23
Washington, DC 20555
- (b) Name: Robert Webber, Contracting Officer (1 copy)
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T-712
Washington, DC 20555

C.12 2052.204.70 SECURITY

(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 (Attachment 2) 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 sensitive unclassified information (Safeguards, Official Use Only, and Proprietary 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.

(l) 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.

C.13 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (FEB 2004)

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 is available 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 NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later

than three days) delivered to PSB/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.

C.14 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL

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.

1. 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 MD 12.3, Part I, and shall 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, that 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/DFS 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 (Attachment 2) 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.

2. 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 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 contract as though fully set forth herein, and shall 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 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, that individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet (enclosed), 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/DFS 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 (Attachment 2) 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.

C.15 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 e-mail 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.16 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS

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.

C.17 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

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

C.18 CONTRACTOR PURCHASE REQUEST AUTHORIZATION

The Contractor shall act as the NRC's agent for the procurement of materials, hardware, and maintenance services in support of this contract. While acting as the NRC's agent, the contractor shall be subject to the statutes and regulations applicable to the Government. In particular, when acquiring goods and services as the Government's agent, the contractor shall use GSA Federal Supply Schedules or Blanket Purchase Agreements. The Contractor shall procure items at the most advantageous prices available with due regard to securing prompt delivery, cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits. When procuring items for maintenance of existing equipment or software, the Contractor shall procure items that are functionally interchangeable with existing standard equipment, i.e., identical form, fit and function. Replacement of worn or defective spare parts shall be consistent with the original equipment manufacturer's design of the equipment.

The Contractor shall procure the agreed items under the contract as directed by the Contracting Officer (CO) or NRC PO.

The Contractor shall submit a "Purchase Request Authorization (PRA)" to the NRC PO for approval to maintain minimum levels in support of the requirements of this contract. Each PRA shall include the following information to include but not limited to :

1. "Purchase Request Authorization" number assigned by the contractor
2. Vendor item description
3. Unit price
4. Total price

The NRC PO shall provide prior approval for all Contractor procurement actions for purchases and/or lease of materials and equipment in the amount of \$100.01 up to \$2,500.00. The

contractor shall obtain approval from the CO for purchases that exceed \$2,500.00. The CO will review the quote, and upon determination of price reasonableness, will provide approval to the NRC PO and Contractor for acquisition of the item. Any work performed by the Contractor prior to receipt of an applicable authorization from the CO shall be at the Contractor's own risk.

C.19 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

C.20 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

C.21 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

C.22 52.204-7 CENTRAL CONTRACTOR REGISTRATION

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>
; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it

is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

C.23 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond the expiration date. 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 the expiration date, 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.24 52.216-18 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.25 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the estimated quantities in Section B.1

(2) Any order for a combination of items in excess of the estimated quantities in Section B.1;

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b); unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.26 52.216-22 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date.

C.27 PLACE OF PERFORMANCE

Efforts under all tasks will be performed at the Contractor site, at the Rockville hearing room, located at:

U.S. Nuclear Regulatory Commission
Two White Flint North
11545 Rockville Pike
Rockville, MD 20852-2738

or at the Las Vegas NRC Hearing Facility, located at:

Pacific Enterprise Plaza
Building One
3250 Pepper Lane
Las Vegas, NV 89120

C.28 CONTRACTOR PERFORMANCE REQUIREMENTS

C.28.1 Project Management Methodology

The NRC requires that all Contractors who are either developing or maintaining NRC information systems comply with the prevailing agency methodology and procedural requirements for such efforts. The NRC has implemented a new PMM for information technology projects. This methodology replaces the previous NRC System Development Life Cycle Management Methodology. The NRC PMM is based on the Rational Unified Process (RUP), augmented to address broader issues of federal IT projects. PMM artifacts are drawn from RUP, with tailoring to better fit the NRC context. Of main concern to the Contractor are the products and artifacts that they must provide for compliance with the PMM.

The Contractor shall provide dedicated project staff with expertise and experience in the use of RUP and the Rational Suite Enterprise.

In support of PMM, the Contractor shall use the Government provided Rational tools specified in this section as well as other Rational suite tools that the Contractor deems helpful in

improving efficiency and effectiveness in performing DDMS work. In particular, the following Rational point products are used:

1. Requisite Pro - Used for requirements definition and management, largely based on use cases and Unified Modeling Language (UML) diagrams.
2. Rose - UML modeling tool - to be used for use case refinement and all Contractor design activities.
3. ClearQuest - Used for change management - to be used by the Contractor and the NRC to log and track all change requests after requirement validation and baseline establishment and to log and track all requirement changes discovered during requirement validation efforts.
4. TestManager - To be used by the Contractor to define test plans, test cases, and to indicate the relation of test cases to test scripts and requirements.
5. Robot and ManualTest - To be used by the Contractor to implement each test case as either an automated test (preferred by the NRC where practical – required for system testing) or electronically managed manual test.script.
6. SoDA - The primary reporting tool within the Rational suite. The Contractor will use this to produce both standard and customized reports as required on this project.
7. ClearCase - To be used for all Contractor CM activities throughout the project.
8. ProjectConsole - Used by the NRC for earned value reporting and general project information dissemination.

C.28.2 Documentation Deliverables

For all written deliverables, models, diagrams, and graphics, the Contractor shall deliver a draft for NRC review and shall deliver further versions until all concerns are addressed to the satisfaction of the DDMS Project Management Team. All deliverables of this nature shall be delivered to the NRC in electronic form in its native format, such as Microsoft Word, Microsoft Excel, Microsoft Project, etc as well as in Adobe PDF format.

C.28.3 Provide Data for Earned Value Reporting

The Contractor shall track project tasks, milestones, and resources in Microsoft Project, performing at least weekly updates to the Microsoft Project data. The Contractor shall ensure that the Microsoft Project files are set up to support NRC Earned Value (EV) reporting. The Contractor shall provide EV data to the NRC monthly, on a schedule acceptable to the NRC Project Management Team. The Contractor shall ensure that all EV tracking and data deliveries comply with the NRC Earned Value Reporting Technical Guide. The Contractor shall maintain Microsoft Project data in a shared location, accessible by appropriate NRC personnel and IV&V contractors.

C.28.4 Performance Measures

The Contractor's performance will be evaluated using the performance metrics identified below:

C.28.4.1 Task One - Operations and Maintenance

Performance Requirement	Performance Standard	Method of Monitoring	Incentive/Disincentive
Contractor Adherence to PMM practices	Contractor utilizes the Rational Toolkit as defined by OIS, as well as, ensure all documentation is current within 14 days of an activity being completed.	Inspection of Rational Tools	For each day updates are delivered late, beyond 14 days of the delivery date, \$150.00 per update per day will be deducted from the Contractor's invoice.
Database Synchronization from EHD and DDMS	Documents transferred from EHD to DDMS are indexed into the DDMS database with 100% accuracy, programmatically or through manual resolution on a daily basis by no later than 8:30 a.m. ET.	Database Reconciliation Reports	Quarterly Incentive Fee of \$1000.00 when all data is synchronized with 100% accuracy by 8:30 am ET.
Database Exports from DDMS to ADAMS	Documents exported from DDMS for ADAMS procession are indexed into ADAMS with 100% accuracy, programmatically or through manual resolution on a daily basis by no later than 8:30 a.m. ET.	Database Reconciliation Reports	Quarterly Incentive Fee of \$1000.00 when all data is synchronized with 100% accuracy by 8:30 am ET.
Enterprise DDMS data synchronization and replication	Document file structure and databases are identical with 100% accuracy, programmatically or through manual resolution on a daily basis by no later than 8:30 a.m. ET.	Database Reconciliation Reports	Quarterly Incentive Fee of \$1000.00 when all data is synchronized with 100% accuracy by 8:30 am ET.

Performance Requirement	Performance Standard	Method of Monitoring	Incentive/Disincentive
Continuous Enterprise DDMS operation	The Enterprise DDMS shall be available 22 hours a day, 7 days a week.	Bi-Monthly Status Reports	Quarterly Incentive Fee of \$1000.00 when Enterprise DDMS is available 22 hours a day 7 days a week less planned outages or circumstances beyond the Contractors control
Software is appropriately licensed to maintain adequate coverage	All software licenses are to be kept current and covered under O&M activities.	Periodic review	For each day any software license is out of compliance, \$100.00 per license per day will be deducted from the Contractor's invoice.

C.28.4.2 Task Two - IT Security Activities

Performance Requirement	Performance Standard	Method of Monitoring	
Compliance with federal IT guidance	Ensure that the Enterprise DDMS security posture is in line with recommended federal IT systems security guidelines or covered by a transition plan to meet newly emerging standards.	Quarterly review of NIST SP 800-53 Security Controls	Quarterly Incentive fee of \$2,500.00 for successful security review by the NRC Computer Security Team
Potential vulnerabilities to the Enterprise DDMS and the NRC network are minimized	Enterprise DDMS security logs are monitored on a daily basis and corrective action taken promptly to minimize any activity that may have an adverse impact.	Bi-Monthly Status Reports	Yearly Incentive fee of \$5,000.00 when no DDMS security related events impact the DDMS or NRC network

Performance Requirement	Performance Standard	Method of Monitoring	
Contractor Adherence to PMM practices	Contractor utilizes the Rational Toolkit as defined by OIS, as well as, ensure all documentation is current within 14 days of an activity being completed	Inspection of Rational Tools	For each day updates are delivered late, beyond 14 days of the delivery date, \$150.00 per update per day will be deducted from the Contractor's invoice.
Reports based on quarterly tests	Detailed report of the test/scan results along with a plan of action for issues found during the evaluation/scan.	Quarterly Status Reports	For each day an identified Category I vulnerability is not resolved within 30 days, \$100.00 per vulnerability per day will be deducted from the Contractor's invoice, For each day an identified Category II vulnerability is not resolved within 45 days, \$100.00 per vulnerability per day will be deducted from the Contractor's invoice, For each day an identified Category III vulnerability is not resolved within 60 days, \$100.00 per vulnerability per day will be deducted from the Contractor's invoice, and For each day an identified Category IV vulnerability is not resolved within 75 days, \$100.00 per vulnerability per day will be deducted from the Contractor's invoice,

C.28.4.3 Task Three - Hearing/Meeting Support

Performance Requirement	Performance Standard	Method of Monitoring	
Staff available to provide operational to ASLBP staff and hearing/meeting participants	The DDMS, including the database, application, and A/V system including videoconferencing and webstreaming shall remain operational before, during and after hearings/meetings.	User Input	Deduction of \$1000.00 for each event in which the Contractor does not provide adequate staffing
Real-Time transcript with close-captioning	DDMS successful capture of Line 21 signal to merge with video file.	Initial and Final Transcript review	Deduction of \$150.00 for each transcript which does not have a complete searchable video transcript due to equipment and processes under the Contractor's control

C.28.4.4 Task Four - Application Enhancements

Performance Requirement	Performance Standard	Method of Monitoring	
Implementation of Enhancements	Application enhancements are implemented with no adverse effect on the systems current operational status.	Bi-Monthly Status Reports and User Input	Labor effort to restore the Enterprise DDMS back to operational status due to a failure caused by the implementation of an enhance will be at the Contractor's expense
Enhancement Development	Application enhancements made to the system shall be conducted by qualified staff and thoroughly tested prior to review by DDMS Project Staff, per PMM procedures, CCB procedures, and be fully documented.	Test and Evaluation	For each day updates are delivered late, beyond 14 days of the delivery date, \$150.00 per update per day will be deducted from the Contractor's invoice.

C.28.4.5 Task Five - Test Environment

Performance Requirement	Performance Standard	Method of Monitoring	
Baseline system installed in CTF	As enhancements and bug fixes are made, a baseline system is to be maintained in the CTF.	Test and Evaluation	For each day updates are delivered late, beyond 14 days of the delivery date, \$150.00 per day will be deducted from the Contractor's invoice.
Baseline system installed in the TAE	As enhancements and bug fixes are made, a baseline system is to be maintained in the TAE.	Test and Evaluation	For each day updates are delivered late, beyond 14 days of the delivery date, \$150.00 per day will be deducted from the Contractor's invoice.

C.28.4.6 Task Six - Training

Performance Requirement	Performance Standard	Method of Monitoring	
Provide effective training	The Contractor shall provide effective training to the DDMS user community.	Training feedback forms and surveys	Yearly Incentive fee of \$2,500.00 for user feedback forms indicating 90% or better satisfaction with training provided
User community trained at appropriate levels to utilize the DDMS	The Contractor shall conduct training for the DDMS user community and provide the sufficient information in a variety of formats which enables the DDMS user community to successfully utilize DDMS during ASLBP proceedings.	Help Desk and webmaster e-mail monitoring	Yearly Incentive fee of \$2,500.00 for less 5% of negative feedback from end users

Performance Requirement	Performance Standard	Method of Monitoring	
Updated training material	The Contractor shall maintain the training material in such a way to ensure that the current operation version of DDMS is adequately covered in the training material.	Periodic training material review and user feedback	For each day document and training material updates are delivered late, beyond 14 days of the delivery date, \$150.00 per day will be deducted from the Contractor's invoice.

C.28.4.7 Optional Task Seven - Technology Refresh

Performance Requirement	Performance Standard	Method of Monitoring	
Hardware system upgrade proposal	The technical proposal should be in line with the recommendation found in the independent technology assessment report.	Proposal review	For each day proposal is delivered late, beyond 14 days of the delivery date, \$150.00 per day will be deducted from the Contractor's invoice.
Technology Refresh Implementation	The implementation of the technology refresh should have a limited impact on the current operational state of the Enterprise DDMS, meet PMM, CCB, Test and Acceptance, Security Certification and Accreditation and documentation requirements.	Bi-Monthly Status Reports and User Input	<p>Labor effort to restore the Enterprise DDMS back to operational status due to a failure caused by the implementation of an enhance will be at the Contractor's expense</p> <p>For each day document updates are delivered late, beyond 14 days of the delivery date, \$150.00 per document per day will be deducted from the Contractor's invoice.</p>

Enterprise Digital Data Management System
Minimum List of Emergency Replacement Components

ProductName	Location	Quantity
Cisco Router	Rockville	1
Firewall, Cisco Pix	Rockville	1
Replacement PC for Clerk of Court	Rockville/Las Vegas	2
Replacement PC for Court Reporter	Rockville/Las Vegas	2
Dell PowerConnect 5224 Switch	Rockville/Las Vegas	2
Replacement PC for Attorney Table or Conference Room	Rockville/Las Vegas	2
21" LCD monitor NEC LCD2180UX-BK	Las Vegas	1
Gooseneck Microphone Shure/MX418/c	Rockville/Las Vegas	2
Pan/Tilt/Zoom Cameras	Rockville/Las Vegas	2