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STANDARD FORM 1449

Tasks 1-3

	GSA Hourty	Proposed	Proposed	Estimated	Estimated
Labor Category	Rate	Discount	Rafe	Hours	Price
Partner					\$2,090.00
Manager II					\$38,061.36
Manager i					\$72,592.20
Senior Associate				7	\$158,973,12
Associate					\$145,281.60
Total		1			\$416,998.28

Figure 2: Estimated Breakdown of Total Price by Labor Category

Task 4

Labor Gategory	ourly te	Proposed Discount	Proposed Discount Rate	Estimated Hours	Estimated Price
Partner					\$836.00
Manager II					\$17,621.00
Manageri					\$33,741.93
Senior Associate					\$74,031.60
Associate					567,649.40
		······································	Total		\$193,879.93

Figure 1: Estimated Breakdown of Task Order 4 Price by Labor Category

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SOW

Background

The U. S. Nuclear Regulatory Commission (NRC) is an independent Federal agency established by the Energy Reorganization Act of 1974 to regulate civilian use of nuclear materials. NRC's primary mission is to protect the public health and safety, and the environment from the effects of radiation from nuclear reactors, materials, and waste facilities. NRC also regulates these nuclear materials and facilities to promote the common defense and security.

The Office of Information Services (OIS) plans, directs, and oversees the NRC's information resources, including technology infrastructure and delivery of information management services, to meet the mission and goals of the agency. It provides principal advice to the NRC Chairman to ensure that information technology (IT) is acquired and information resources across the agency are managed in a manner consistent with Federal information resources management (IRM) laws and regulations. The office assists senior management in recognizing where information technology can add value while improving NRC operations and service delivery and directs the implementation of a sound and integrated IT architecture to achieve NRC's strategic and IRM goals. The office monitors and evaluates the performance of information technology and information management programs based on applicable performance measures and assesses the adequacy of IRM skills of the agency.

In an effort to provide the NRC with a document management capabilities the NRC developed the Agency-Wide Document Access and Management System (ADAMS). The NRC first deployed the ADAMS system on April 1, 2000. The NRC has developed and added many improvements to the system to accommodate new requirements, to stay current with updates to the FileNet Panagon® product suite, to correct software and design errors and to integrate some Web-based tools to support specific search requirements. To this day, the agency continues adding new capabilities to the ADAMS system.

Before NRC deployed the ADAMS system, it scanned its documents and recorded them on microfiche. The NUDOCS system, contained bibliographic information, provided the search mechanism used to find documents of interest to the user and to locate them on microfiche. The NRC decided to replace the NUDOCS system with newer electronic document management technology that replaces document images on microfiche film with digital images stored on disk accessible from the user's workstation. Moving from film to disk offered several benefits to the NRC, such as making it easier to distribute publicly available documents over the Web rather than sending microfiche out to public libraries.

The NRC made the decision to purchase off the shelf tools for ADAMS. After reviewing the market for products that best meet its document management and workflow management needs, the NRC selected the FileNet Corporation's document management products. The NRC was able to deliver the first version of the ADAMS system using the Panagon® line of products to the users on April 1, 2000.

The Panagon® line of products did not include a records management system; thus, the NRC purchased the TruArc ForeMost® records management product, which is compliant with the DoD STD 5015.2, the adopted government records-management standard, and undertook the effort to integrate it into the ADAMS system. A year later, on May 15, 2001, the NRC completed the integration of the ForeMost® product, and users were able to move electronic agency records into the ADAMS repository.

Building the ADAMS document management system involved more than just configuring and deploying the Panagon[®] and ForeMost[®] products: while both products are capable Commercial off

the Shelf (COTS) products, the NRC had many other requirements that neither product met; as a result, the NRC spent considerable effort to customize the ADAMS system to make it easier to use and add missing capabilities. Some of the customizations helped the ADAMS administrators by making it easier for them to correct data, administer user access, and keep the system in good repair. Other customizations benefited the users, such as being able to group related documents into packages, viewing different kinds of documents (for example, Microsoft Word® documents, Microsoft Excel® spreadsheets, Corel WordPerfect® documents, and Adobe® PDF files), and making it difficult to accidentally delete agency records from the system.

In a separate effort, the OIS responded to public requests for a web-based ADAMS search and acquired the Convera RetrievalWare® search tool. The OIS developed the Public Information Portal (PIP) portal that the public uses to search for documents stored in the Public Library. The PIP portal freed public users from the Citrix Metaframe® remote personal computer solution used to browse and search the public library. Shortly after delivering the PIP portal, the NRC developed the Staff Interface Portal (SIP) portal. The SIP portal, which went live January 2, 2006, lets the NRC staff search for and retrieves documents stored in the ADAMS Main Library repository from their web browser.

In 2004, the NRC began to make plans to replace the FileNet Panagon® product suite that makes up the ADAMS system with newer products. The FileNet Corporation announced that they were replacing the Panagon® product line with the P8® product suite and that they intended to stop support for the Panagon® products. Unlike the Panagon® products, which are based on client/server architecture, the P8® products use an advanced, web-based, Service Oriented Architecture (SOA). This presented a problem to the NRC because the customizations made to the Panagon® products in the ADAMS system do not carry over to the P8® product suite. Also in 2005, the NRC was expecting the high-level waste hearings to start, which were expected to result in a marked increase in the number of documents that the NRC processed in the ADAMS system. Two factors lead the NRC to reevaluate the plan to replace ADAMS: the Department of Energy (DoE) postponed submitting the Yucca Mountain license application and the FileNet Corporation committed to extending the Panagon® support at least two more years to 2010. As a result, the Office of Information Services (OIS) reconsidered the ADAMS 5.0 approach and began to make plans for a full and open competition to acquire a COTS product to replace those used for the ADAMS system.

Additional changes to ADAMS continue to be implemented based on needs of the agency, which cannot wait for a next generation of ADAMS. For instance, the OIS is planning to make several changes to the ADAMS system to address security vulnerabilities. The goal is to make the ADAMS system more secure and gain an Authority to Operate (ATO)¹ accreditation for it. There is a chance, however, that some of these changes may be too costly or technically infeasible to implement near term.

Objectives

The objective of this effort is to have the contractor complete the business case, detailed project plan, security documentation and includes, but is not limited to, Capital Planning and Project Management Methodology artifacts for replacing the current ADAMS System. This case should lay the foundation for a Enterprise Content Management (ECM) infrastructure at the NRC. A successful completion of this effort includes involvement and alignment from throughout the NRC as represented by the ADAMS User Advisory Group and ADAMS Steering Committee. A successful, complete, and thorough approach to this effort will also focus not just on functional and business needs of the users, but also on evaluating how effective ECM organizations structure themselves to deliver service to the users and prepare the users for the change.

¹ The ADAMS Interim Authority to Operate (IATO) accreditation expires May 31, 2008.

Description of the Scope of Work

The contractor shall provide all materials necessary for the successful initiation of the project to replace the existing ADAMS system with an Enterprise Content Management solution for the Agency. This effort requires the inclusion of the entire NRC as represented through the ADAMS User Advisory Group and Steering Committee. The scope of this effort encompasses the following activities:

- Review of the existing ADAMS system and organization, recently approved vision for the replacement of ADAMS, varied NRC processes, and the creation of a project plan to move the effort through acquisition.
- Completion and acceptance of all Capital Planning Investment Control (CPIC) artifacts
- Completion and acceptance of all Project Management Methodology artifacts (PMM)
- Completion and acceptance of all Security Artifacts

Functional Scope

The scope of this effort is the initiation of a project for the replacement of NRC's ADAMS system. This section describes several functional areas anticipated as part of the projects solution set. The current vision for the new ADAMS solution encompasses five functional components shown in Figure 1: Solution Scope. The following subsections describe each of the components in a new ADAMS solution in detail.

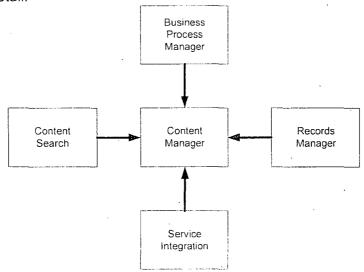


Figure 1: Solution Scope

Content Management: The content management component supports the management, creation, revision, approval, and consumption of electronic content. Electronic content consists of unstructured data (for example, text documents, spreadsheets, presentations, e-mail messages, discussion threads, instant messages, video, audio, and so on) and structured data (such as electronic forms and datasets). Since the content management component can handle more than just document files (like word processing documents and spreadsheets), we now use the label content management for his technology rather than document management. Key functions of the content management component include content profiling, check-in and checkout services, version control, revision history, and content security (which include activity logging and audit). Records Management: The records management component manages an item of content (a content object) as an Official Agency Record (OAR). The Record Manager provides the capabilities to manage content objects as OARs by protecting them from unintentional modification and deletion, and disposing the content according to a schedule enforced by the system.

Content Search: The content search component provides a facility for finding and retrieving content from the repository. It allows the user to specify searches by data contained in the content profiles (the metadata used to describe the information in the content) and in the content itself. Unlike other web-based consumer search tools, such as Google®, the content search tool in the new ADAMS solution is engineered for knowledge worker and uses the taxonomy to assist with finding content.

Business Process Management: The business-process manager component provides the capabilities to automate, monitor, and report on the business processes that the NRC uses to pass content from one participant to another for actions according to a set of rules. A business process is a logically related set of workflows, work steps, and tasks that operate on the content to provide a product or service.

Service Integration: The service integration component encompasses two separate concepts: (1) the content management services concept and (2) the content assimilation services concept. The service integration component gives other applications access to the content management services of the ADAMS system; and content from disparate repositories is assimilated into the new ADAMS solution so that the ADAMS solution can properly manage, secure, and make it findable through a consolidated, authoritative repository. Any application that is aware of the service integration component can use the new ADAMS solution to manage its content. Examples of applications that can use this service integration include:

- Authoring tools like Microsoft's Word[®], Excel[®], PowerPoint[®], and Corel's WordPerfect[®] can
 use the new ADAMS solution repository through the ECM backbone instead of storing
 documents on, and retrieving them from, local or network drives.
- Collaboration portals, like Microsoft SharePoint[®] 2007, BEA AquaLogic[®], and Tomoye Ecco[®], can store content in the new ADAMS repository rather than in the portal itself. The content includes documents, task lists, discussion threads, and similar information used in the portal.
- Users can browse document collections in the new ADAMS solution repository using the Microsoft Explorer[®] Web browser or using Windows Explorer[®]
- Users can save e-mail messages directly to the new ADAMS solution repository, which, in turn, automatically declares the e-mail as an OAR.
- Other applications that maintain their own content can use the new ADAMS solution repository to manage its content. Here are some examples:
 - A future version of the Electronic Hearing Docket (EHD) can use the new ADAMS solution repository for document management rather than duplicating content to other repositories. Furthermore, the EHD can separately manage the metadata important for its processes rather than storing the metadata in the ADAMS document profiles.
 - The EDATS can access content stored in the new ADAMS solution repository.
 - A contract management application can link to a content object stored in the new ADAMS solution repository instead of storing the content in the application.

Existing System Scope

The solution scope in this vision addresses only the four ADAMS libraries, the interfaces used to access them, some peripheral applications, and the records management system listed in Table 1: ADAMS Components. It does not include other systems, such as the Electronic Hearing Docket (EHD), the Electronic Information Exchange (EIE), or the document capture (Kofax Ascent Capture and Prime Recognition) software suite, but will include the interfaces to these systems.

Table 1: ADAMS Components

ADAMS Component	Purpose					
Main Library (ML)	The ML is the primary working library for the NRC staff; it also contains online electroni records stored as Adobe Acrobat $^{\!0}$ files.					
Legacy Library (LL)	The LL contains bibliographic references and images originating from the NUDOCS® - the microfiche-based predecessor to the ADAMS system.					
ADAMS Desktop	This client/server application lets the NRC users browse the ML and LL and addocuments to the ML (including setting document security). It also includes the ADAM Find used to search for and retrieve documents.					
Public Library (PL)	The PL is a library exposed to public access containing publicly available Official Agenc Record (OAR) documents stored as Adobe Acrobat [®] files. PL is a subset of ML.					
Public Legacy Library (PLL)	The PLL is a subset of the PL, this library contains bibliographic references and images for publicly available documents originating from the NUDOCS.					
Public Desktop	This client/server application lets public users browse the PL and PLL and select documents for reading. It also includes the ADAMS Find used to search for and retriev documents.					
Panagon Content Services	The Content Services consists of the core ADAMS library services, which includes version control, check-in/checkout, and document security that implements ML, LL, PL and the PLL.					
TruArc ForeMost®	This is an obsolete, unsupported electronic records manager integrated with the ADAN system.					
Staff Interface Portal (SIP)	The SIP is a web-based search tool used by the NRC staff to find and retrieve content stored in the ML.					
Public Interface Portal (PIP)	The PIP is a web-based search tool used by the public to find and retrieve content st in the PL.					
Electronic Regulatory Information Distribution System (ERIDS)	The ERIDS is a stand-alone, custom application used to manage e-mail lists for notifyi groups of the NRC users when new content is added to the ML. The new ADAM solution replaces the ERIDS with notifications and subscriptions.					
Document/Error Tracking System (DETS)	The DETS is a stand-alone application used to track the progress of documents scanned and profiled by the Document Processing Center (DPC) contractor. It uses the tracking information to produce service level compliance reports. The Business Process Management component of the new ADAMS solution replaces DETS.					

Specific Tasks

Task 1 - Inception Project Setup

Requirement

The contractor shall evaluate the current ADAMS document management system with respect to functionalities as well as program organization. The contractor shall review and respond to the current Vision of Enterprise Content Management (ECM) for the NRC.

The contractor shall thoroughly familiarize themselves with the many processes and requirements to move all major technology efforts from project inception to ultimate retirement including, but not limited to:

- Capitol Planning and Investment Control (CPIC)
- Project Management Methodology (PMM)
- Information System Security (ISS)
- Lessons Learned Documentation from the original ADAMS

The contractor shall provide industry expertise with respect to Enterprise Content Management (ECM), both in functionality and organizationally, to provide a plan to take the existing ADAMS program into a successful ECM Program. The contractor shall support the updates and change management of all deliverables up through the NRC's acceptance of the entire business case package.

Areas of interests with this task are:

- Understanding of NRC processes
- Establishing project schedule for completion of subsequent tasks
- ECM Expertise

Deliverables

- The contractor shall provide a management summary of all discoveries, conclusions, and recommendations (e.g., current state analysis, best practices, challenges, new technologies, organizational structures, governance structures, implementation strategies, migration strategies)
- The contractor shall provide a detailed report of all discoveries, conclusions, and recommendations (e.g current state analysis, best practices, challenges, new technologies, organizational structures, implementation strategies, migration strategies)
- The contractor shall provide a roadmap of the effort from current state to operation assuming discoveries, conclusions, and recommendations with incorporation of all NRC processes (e.g. CPIC, PMM, Security, Acquisition, etc.)
- The contractor shall provide a report based upon lessons learned summarizing risks and opportunities identified corresponding to the proposed roadmap.

Task 2 - PMM and CPIC Artifacts

Requirement

The contractor shall complete all activities and artifacts necessary for an accepted PMM Business case package with respect to the NRC's Project Management Methodology (PMM) and Capitol Planning CPIC processes. The contractor shall work with the User Advisory Group to come up with a thorough, agency-wide view of requirements for selecting an ECM system. The contractor shall compare industry analysis, the outlines project management plan, the roadmap, industry history, and other sources to provide full lifecycle costs including product licensing, anticipated hardware, implementation costs, yearly maintenance and support, and other relevant lifecycle costing information. The contractor shall provide industry expertise with respect to ECM, both in functionality and organizationally, to provide best practices and guidance on potential pitfalls with respect to the direction of the project. The contractor shall support the updates and change management of all deliverables up through the NRC's acceptance of the entire business case package. Areas of interests with this task are:

- Requirements gathering
- Project Management
- Project Cost
- Risk analysis
- Project roadmap and Scheduling
- ECM Industry Best practices

Deliverables

• The contractor shall provide a management summary of all discoveries, conclusions, and recommendations (e.g., current state analysis, best practices, challenges, new technologies, organizational structures, governance structures, implementation strategies, migration strategies)

- The contractor shall provide a detailed report of all discoveries, conclusions, and recommendations (e.g current state analysis, best practices, challenges, new technologies, organizational structures, implementation strategies, migration strategies)
- The contractor shall submit and execute a plan to conduct requirements gathering sessions through the User Advisory Group in order to capture agency-wide business needs and requirements.
- The contractor shall complete all PMM artifacts required for a complete business case package. This includes, but is not limited to the system requirements specification, system architecture document, project management plan, development case, and business case document.

Task 3 – Security Artifacts

Requirement

The contractor shall complete all activities and artifacts necessary for an accepted security package to be submitted with the business case. The contractor review the NRC security procedures and work with NRC Security Specialists to complete this task. The contractor shall provide industry expertise with respect to security and ECM, both in functionality and organizationally, to provide best practices and guidance on potential pitfalls with respect to the direction of the project. The contractor shall support the updates and change management of all deliverables up through the NRC's acceptance of the entire business case package. Areas of interests with this task are:

- Privacy Impact Assessment
- Security Categorization Documentation
- Risk Analysis

Deliverables

- The contractor shall provide a management summary of all discoveries, conclusions, and recommendations (e.g., current state analysis, best practices, challenges, new technologies, organizational structures, governance structures, implementation strategies, migration strategies)
- The contractor shall provide a detailed report of all discoveries, conclusions, and recommendations (e.g current state analysis, best practices, challenges, new technologies, organizational structures, implementation strategies, migration strategies)
- The contractor shall submit and execute a plan to conduct the security evaluation of this
 effort.
- The contractor shall complete all security artifacts required for a complete business case package. This includes, but is not limited to the Privacy Impact Assessment, Security Categorization, and E-Authentication Risk Analysis.

Task 4 – Migration Analysis and Artifact Support (Option Task)

Requirement

The contractor shall provide an analysis of the effort to migrate from our current document management system to the next generation ECM solution. This should include case studies of similar ECM migrations as well as NRC specific risks and opportunities for migration. The contractor will incorporate organizational changes necessary for supporting such a change,

training necessary to educate the staff, and migration strategies, which take into account necessary overlaps with the existing technology and data migration to the new system. This task will build on the roadmap from task 1 and the discoveries from task 2 and 3 in order to evaluate risks and alternatives to the existing roadmap. The contractor shall provide industry expertise with respect ECM, both in functionality and organizationally, to provide best practices and guidance on potential pitfalls with respect to the direction of the project. Areas of interests with this task are:

- Migration Strategies
- Roll out approaches
- Marketing strategies
- Deployment architectures
- Staff adaptation
- Staff education
- Public user involvement
- Organizational Changes
- Project Risks

Deliverables

- The contractor shall provide a management summary migration plan including all discoveries, conclusions, and recommendations with respect to migration strategies including technical, organizational, educational, and other necessary changes. This will be based on industry best practices, case studies, NRC Specific opportunities and hurdles, and other pertinent information.
- The contractor shall provide a detailed migration plan including all discoveries, conclusions, and recommendations with respect to migration strategies including technical, organizational, educational, and other necessary changes. This will be based on industry best practices, case studies, NRC Specific opportunities and hurdles, and other pertinent information.

Performance Standards

The performance standard for this task is the timely delivery of high quality, unbiased reports, analysis, and deliverables. Deliverables will be written in a manor understood by technical and non-technical staff. All assertions must have supporting arguments and evidence (which may include comparisons to industry best practices). All analysis must stand on its own merit. The contractor shall ensure that there is alignment and understanding with the key stakeholders on all deliverables. Key stakeholders are defined as the project manager, the project IV&V and Coordination Staff, and the governance bodies for the project.

Method of Surveillance

The contractor shall provide weekly status reports indicating progress, accomplishments, risks, opportunities, and near term plans.

The contractor shall participate in weekly status meetings to review progress, risks, opportunities, and future plans.

The contractor shall have ongoing communications with the project manager and team to help coordinate and facilitate project work.

Contractor shall report monthly Earned Value in accordance with OMB Circular A-11, Exhibit300, Part 7, section C: Cost and Schedule Performance.

Contractor shall develop and maintain an Integrated Master Schedule (IMS) by logically networking detailed program activities. The schedule shall contain the planned events and milestones, accomplishments, exit criteria, and activities from contract award to the completion of the contract.

Contractor shall quantify risk in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS activity and event.

Contractors shall link monthly EV to and support the integrated master schedule, contract work breakdown structure, cost estimating, and accounting.

Contractors shall report early indication of cost and schedule problems based on monthly EV and present corrective action.

Guidance

See provided attachments on NRC processes, current vision, and current governance. Project Specific Guidance:

• Current Vision Document (Attached as "ngGen ADAMS Vision.doc")

Project Management Guidance:

PMM Handbook (Attached as "pmm.pdf"

Earned Value Guidance:

OMB Policy Letter (Attached as "OMB IT EVMS Policy Ltr_Aug 2005[1].pdf")

Security Guidance:

- FISMA http://csrc.nist.gov/policies/FISMA-final.pdf
- NIST http://csrc.nist.gov/publications/nistpubs/800-37/SP800-37-final.pdf
- Certification and Accreditation Executive Summary (Attached as "C_A Executive Summary.doc")

Acceptable Level of Performance

The contractor shall actively engage and communicate with key project staff. The contractor shall provide drafts of key deliverables at appropriate intervals to ensure alignment before final delivery. An acceptable level of performance consists of a thorough understanding and agreement between the contractor and the Project Officer about the scope, schedule, quality, and depth of the work performed. Last minute changes in project schedule, sudden requests for additional information and documentation, failure to deliver on time, and insubstantial analysis not backed-up by facts are all indicative of unacceptable performance.

Period of Performance

The base period of performance for tasks 1-3 of this SOW shall commence from the date of the award to 270 calendar days afterward. The NRC has the option of extending the period of performance an additional 270 days to cover optional task 4 and the requirement to support artifacts through Business case package acceptance for tasks 1-3.

Exercising Optional Tasks

NRC reserves the right not to exercise the optional task. The Government may exercise the optional task by written notice to the Contractor within 30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to exercise the optional task at least 60 days before the contract expires. The preliminary notice does not commit the Government to exercise the optional task.

Meetings and Travel

The contractor shall complete the work associated with the tasks articulated by this SOW at the contractor's own facilities with the exception for weekly status meetings and stakeholder interviews, which are to be conducted at NRC Headquarters. Contact with NRC Stakeholders in the regional offices outside of the DC area will be through conference calls or video conferencing.

NRC Furnished Material and Equipment

- The agency shall not be obligated to provide office space for any of the contractor's personnel. Although the agency will do its best to provide working quarters for the contractor's personnel to do their job while they are in NRC, the contractor need to be able to complete the majority of the tasks using the contractor's facility outside of NRC at no additional cost to NRC.
- NRC shall provide access to the agency email (if necessary) via web. Therefore, no connectivity to NRC's network will be provided.
- Contractor shall rely on their own equipment and internet access to perform the required tasks, whether inside or outside of NRC, at no additional cost to the government.

Project Officer

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

Name:

Jack Montgomery

Address:

U.S. Nuclear Regulatory Commission

Office of Information Services

11555 Rockville Pike Mail Stop: T-02-F36

Rockville, MD 20852-2746

Telephone:

301-415-5984

- E-Mail: jmm6@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:
 - 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.

Key Personnel

The following individuals are considered essential to the successful performance of the work hereunder:

*As proposed by contractor

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

If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

In the event of temporary absences such as, but not limited to, Contractor personnel's time off, illness, and vacation leave, the Contractor shall immediately provide, as interim coverage, a qualified substitute Contractor employee for the period of time during the Contractor employee's absence. NRC is a secure facility; therefore, the Contractor must be escorted by a NRC employee at all times and wear a temporary visitor badge when in the NRC facilities. The temporary visitor badge shall be returned to the NRC guard station at the end of the training session for that day. The services performed under this Delivery order by the Contractor, Contractor's personnel, consultants, or subcontractors are provided by the Contractor as an independent Contractor in performing the requirements. The Contractor is responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the Contractor's personnel. The Contractor is responsible for its personnel's proper conduct and performance under this Delivery order.

TASK ORDER TERMS AND CONDITIONS

NOT	SPECIFIED	IN	THE	CONTRACT

A.1 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment

A.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor 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 18 months.

A4. DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on October 1, 2007 and will expire on June 30, 2008. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. The Government has the option to extend the performance of period as follows:

Option

Performance Period

Option Period One:

July 1, 2008 - March 31, 2009

A.5 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.

(End of Clause)