

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 4

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

BPA NO.

1. DATE OF ORDER <b>AUG 31 2007</b>		2. CONTRACT NO. (if any) GS35P4900H		6. SHIP TO:	
3. ORDER NO. DR-33-07-431		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. OIS-07-395 6/26/2007		b. STREET ADDRESS Attn: John Beatty, OIS/BPIAD Mail Stop G-6-D3M 11545 Rockville Pike		c. CITY Rockville	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Manon Butt, Cont Spc, 301-415-7035 Mail Stop T-7-I-2 Washington, DC 20555		7. TO:		d. STATE MD	
e. NAME OF CONTRACTOR FORRESTER RESEARCH, INC.		f. SHIP VIA		e. ZIP CODE 20852	
b. COMPANY NAME Attn: Tiffanee Neighbors		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.	
c. STREET ADDRESS 1600 Tysons Boulevard, 8th Floor		d. CITY McLean		e. STATE VA	
f. ZIP CODE 22101		10. REQUISITIONING OFFICE CTO Office of Information Services		Except for billing instructions on the reverse, this delivery 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.	
9. ACCOUNTING AND APPROPRIATION DATA 710-15-5P1-324 J1268 3131 31X0200.710 FFS 10770804C \$23,379.02; 710-15-5P1-340 J1272 3131 31X0200.710 FFS 10770805C \$18,185.38		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	
13. PLACE OF a. INSPECTION b. ACCEPTANCE		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 9/1/2007 - 8/31/2008	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
001	DUNS # 10676592B The contractor shall provide "IT Research and Advisory Subscription Services," as described below, in accordance with the attached Statement of Work, and the terms and conditions of GSA Contract No. GS-35F-4900H. This is a fixed-price delivery order.  Base Year Items and Prices, Sept. 1, 2007 - Aug. 31, 2008 IT Research RoleView Reader				\$23,379.02	
002	IT Research & Advisory RoleView Member  The period of performance is 9/1/2007 - 8/31/2008 for the base year. The Government may extend the term of this order for an additional two one-year option periods, as follows:  Option Year One: 9/1/2008 - 8/31/2009 Option Year Two: 9/1/2009 - 8/31/2010				\$18,185.38	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		21. MAIL INVOICE TO:	
						17(h) TOTAL (Cont. pages)	
SEE BILLING INSTRUCTIONS ON REVERSE		a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2		b. STREET ADDRESS (or P.O. Box) Attn: DR-33-07-431		17(i) GRAND TOTAL	
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555		\$41,564.40	
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Robert B. Webber Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			

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PAGE 3/18 \* RCVD AT 8/31/2007 3:28:27 PM [Eastern Daylight Time] \* SVR:RIGHTFAX/5 \* DNIS:5200 \* CSID: \* DURATION (mm-ss):04-52

OPTIONAL FORM 347 (REV. 4/2006)  
PRESCRIBED BY GSA/FAR 48 CFR 63.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 31 2007

ADM002

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
2

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

DATE OF ORDER	CONTRACT NO. GS35F4900H	ORDER NO. DR-33-07-431
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The estimated prices for Option Years One and Two are attached. These prices are estimates only and may be revised at the time the option years are exercised in accordance with the clause "A.6 Option Periods - Task Order/Delivery Order Under a GSA Federal Supply Schedule Contract," which is part of this delivery order.</p> <p>NRC Project Officer: John Beatty, phone 301-415-5774, email JDB1@nrc.gov</p> <p>[REDACTED]</p> <p>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 space provided below and return two copies to the Contract Specialist. Please retain the third copy for your records.</p> <p>Accepted:</p> <p><u>[Signature]</u> Signature</p> <p><u>John Beatty</u> Name</p> <p><u>Assistant Controller</u> Title</p> <p><u>9/19/07</u> Date</p> <p>Attachments: Price Schedule for Option Years One and Two Statement of Work</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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OPTIONAL FORM 348 REV.(4/2006)  
Prescribed by GSA  
FAR (48 CFR) 53.213(f)

**TASK ORDER TERMS AND CONDITIONS**

NOT SPECIFIED IN THE CONTRACT

**A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

**A.2 Other Applicable Clauses**

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

**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 three days of the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least seven 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 three years.

**A.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond August 31, 2008. 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 August 31, 2008, 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.

## **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.

## **A.6 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

Price Schedule, DR-33-07-431:

Option Year One, 9/1/2008 - 8/31/2009, Items and Estimated Pricing:

IT Research RoleView Reader, 7 seats x \$3,506.85 = \$24,547.95

IT Research & Advisory RoleView Member, 1 seat x \$19,094.65 = \$19,094.65

Total Option Year One, \$43,642.60

Option Year Two, 9/1/2009 - 8/31/2010, Items and Estimated Pricing:

IT Research RoleView Reader, 7 seats x \$3,682.19 = \$25,775.33

IT Research & Advisory RoleView Member, 1 seat x \$20,049.38 = \$20,049.38

Total Option Year Two, \$45,824.71

**U.S. NUCLEAR REGULATORY COMMISSION (NRC)**  
**OFFICE OF INFORMATION SERVICES (OIS)**

**STATEMENT OF WORK**  
**IT RESEARCH AND ADVISORY SUBSCRIPTION SERVICES**

## **1.0 Background**

The NRC seeks to obtain IT research and advisory subscription services.

The NRC's mission is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. In support of the mission, the NRC's Office of Information Services (OIS) plans, directs, and oversees the delivery of centralized information technology (IT) infrastructure, applications, and information management (IM) services, and the development and implementation of IT and IM plans, architecture, and policies.

OIS is divided into four divisions: the Business Process Improvement and Applications Division (BPIAD), the Infrastructure and Computer Operations Division (ICOD), the Information and Records Services Division (IRSD), and the Program Management, Policy Development, and Analysis Staff (PMAS). See <http://www.nrc.gov/about-nrc/organization/oisfuncdesc.html> for a description of the organizational structure and responsibilities of OIS.

Though the need for IT research and advisory services can be found within multiple divisions, it is the Enterprise Architecture and Standards Branch (EASB) of BPIAD that is the primary consumer. IT research and advisory services are required by EASB in support of the following major functions:

- Developing, planning, and implementing the agency's Enterprise Architecture (EA) program.
- Ensuring that Information Technology (IT) / Information Management (IM) projects are aligned with the agency's Enterprise Architecture and with the Federal Enterprise Architecture.
- Establishing IT direction and standards to support the agency's mission and program goals.
- Acting as a liaison with internal and external customers to understand business needs and to identify opportunities where IT/IM may be used to make their activities more effective and efficient.
- Supporting and maintaining a separate technology lab environment for prototype and pilot programs.
- Performing technology assessments, white papers, and pilots for new and emerging technologies.

## **2.0 Objective**

The objective of this proposed contract is to provide the NRC with IT research and advisory subscription services. IT research and advisory subscription services are required for the support of the OIS leadership team (IT Leaders), EASB, and other staff within OIS that have a similar need. Rapidly evolving technologies and strategies make it impractical to possess all of the required in-house expertise and information required for strategic planning and management decisions. These services will allow the NRC to quickly react to changes in technology in order to make effective and informed strategic and tactical business decisions.

## **3.0 Scope of Work**

The contractor shall provide the NRC with IT research and/or advisory subscription services for one to three, sometimes overlapping, solution areas: The solution areas are 1) Information Technology, 2) IT Leaders, and 3) Enterprise Architecture. The contractor shall optionally provide advisory services for one or more of the solution areas.

IT Research services offered by the contractor shall generally include access to the contractor's store of previously published and new IT research documents. The IT research shall predominantly have a customer (buy-side) rather than vendor (sell-side) focus.

Optionally, the contractor shall provide advisory services. The purpose of advisory services is for the NRC to obtain answers to questions related to the content of the contractor's research. Inquiries shall generally be related to the interpretation or application of the research and shall be typically satisfied in about 30 minutes of analyst discussion and/or research. It is desirable that the standard advisory services also include the option for limited (requiring no more than 60 minutes of analyst time) technology reviews of short (20 pages or less) business related documents.

In the interest of obtaining multiple points of view, the NRC is seeking to acquire one or more solutions for each of the three solution areas. Additional services that may add value to the contractor's IT research and advisory subscription services solution(s) should be included (e.g., briefings, analyst on-site visits, facilitated sessions, conference tickets, document toolkits and templates, online communities, assigned analysts, and/or pre-recorded media).

In general, each of the three solution areas for IT research and advisory services shall be able to be leveraged by the NRC to:

- Obtain credible, authoritative, and independent IT information sources
- Enhance staff/leader knowledge, productivity, and performance
- Discover and comprehend IT innovations

- Bring clarity to complex IT issues and discover the alternatives

### **Solution Area #1: Information Technology**

It is desirable that the IT research and advisory services provided for the Information Technology solution area 1) demonstrate that they address specific information needs of technologists (more supporting technical detail, etc.) and 2) give coverage of United States Federal Government issues.

The IT research and advisory services provided for the Information Technology solution area shall:

- Assist in formulating tactical plans for IT architecture
- Assist in formulating strategic plans for IT architecture
- Provide projections of when emerging technologies will become mainstream
- Assist with the determination of short-term and long-range target architectures
- Help in making decisions about IT investments
- Provide a sanity check or sounding board for technology decisions
- Identify qualified vendors and provide short-lists of vendor solutions
- Report IT industry news and technology trends
- Get beyond vendor hype and verify vendor claims/promises
- Reduce the time it takes to make technology and IT product assessment decisions
- Assist with the review/critique of tactical and strategic IT plans
- Identify emergent IT/data standards and choose which ones/versions to adopt
- Identify opportunities where IT may be used to make activities more effective and efficient
- Provide background information on key technologies, IT topics, and issues

### **Solution Area #2: IT Leaders**

It is desirable that the IT research and advisory services provided for the IT Leaders solution area 1) be tailored specifically for the needs of IT leaders, and 2) provide coverage of United States Federal Government issues.

The IT research and advisory services provided for the IT Leaders solution area shall:

- Address key decisions and activities of IT leaders
- Help IT leaders to make decisions about IT investments
- Report IT industry news and technology trends
- Get beyond vendor hype and verify vendor claims/promises
- Help to reduce the time it takes for IT leaders to make policy decisions
- Help IT leaders to review/critique strategic IT plans
- Help IT leaders to spend less time looking for information and more time applying relevant insight
- Provide IT leaders with background information on key technologies, IT topics, and issues

The IT research and advisory services for the IT Leaders solution area shall cover two or more (and desirably all four) of the following application areas:

- Business Process Improvement,
- Enterprise Architecture,
- Information Management,
- IT Infrastructure and Operations.

In addition to the offered application areas, it is desirable that the contractor provide access to a broad range of research reports in many IT subject areas to provide a base of knowledge for all IT leaders.

### **Solution Area #3: Enterprise Architecture**

It is desirable that the IT research and advisory services for the Enterprise Architecture solution area 1) be tailored specifically for the needs of Enterprise Architects, and 2) provide coverage of United States Federal Government issues.

The IT research and advisory services for the Enterprise Architecture solution area shall be able to be leveraged by the NRC to:

- Plan, implement, and manage an EA program
- Stay current on emerging standards
- Establish IT direction and standards

- Identify opportunities where IT/IM may be used to make activities more effective and efficient
- Increase EA maturity
- Implement best practices in IT architectural governance
- Apply lessons learned from EA case studies
- Create and deploy an enterprise architecture
- Take advantage of various frameworks and processes for developing enterprise architectures

## **4.0 Requirements**

The section below lists the requirements for the IT Research and Advisory Subscription Services.

### **4.1 Mandatory Requirements for IT Research Services**

The contractor shall provide solutions for one to three solution areas (Information Technology, IT Leader, and Enterprise Architecture) and shall minimally provide, but not be limited to, the following requirements:

- 1) General Requirements, applicable to all three solution areas:
  - a) Provide unlimited web access to all previously-published and new contractor research and advisory documents, with 99% availability
  - b) Provide document web search capabilities
  - c) Permit any IT research reports to be printed locally to a NRC printer
  - d) Permit any IT research reports to be saved locally to a NRC hard drive
  - e) Provide all IT research reports in an industry standard document format (Ex. Adobe Portable Document Format (PDF), Microsoft Word, or Hypertext Markup Language (HTML))
  - f) Provide the scope and/or limitations of sharing of their IT Research Services within the agency. Contractor shall specify the mode of distribution permitted (verbal and/or printed). Contractor shall also be required to specify if the research information gathered from the contractor's web site is limited to the individual subscriber's use, or if it is available to be shared with a wider audience. If the research information may be shared, the contractor shall provide some illustrative examples of what is permitted and not permitted.

Some examples of the possible types of information sharing are described below:

- i) Individual (subscriber) – 1 person maximum
- ii) Project/Workgroup (includes subscriber) – Minimum 2 persons / Maximum 20
- iii) Management chain of command (includes subscriber) – Minimum 2 persons / Maximum 8
- iv) Team (includes subscriber) – 6 persons maximum
- v) Branch (includes subscriber) – 18 persons maximum
- vi) Division (includes subscriber) – 50 persons maximum
- vii) Office (includes subscriber) – 200 persons maximum
- viii) Agency (includes subscriber) – 3,800 persons maximum

2) Information Technology solution area requirements:

- a) The contractor shall provide a broad range of reports related to IT subject areas. Those subject areas shall minimally include the following service categories, standards and technologies as described in the Federal Enterprise Architecture (FEA) Technical Reference Model (TRM)<sup>1</sup>:

- i) Wireless / PDA
- ii) Collaboration / Communications
- iii) Delivery Servers
- iv) Hardware / Infrastructure
- v) Database / Storage
- vi) Security (to include Encryption)
- vii) Data Interchange
- viii) Data Management
- ix) Integration

3) IT Leader solution area requirements:

- a) The contractor shall provide a broad range of reports related to IT subject areas, within two or more of the following application areas:
  - i) Business Process Improvement,
  - ii) Enterprise Architecture,
  - iii) Information Management,
  - iv) IT Infrastructure and Operations
- b) The contractor shall provide research content within each of the offered application areas that addresses key decisions and activities of IT leaders within the particular application area.

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<sup>1</sup> The FEA TRM document is available at:

[http://www.whitehouse.gov/omb/egov/documents/FEA\\_CRM\\_v21\\_Final\\_Dec\\_2006.pdf](http://www.whitehouse.gov/omb/egov/documents/FEA_CRM_v21_Final_Dec_2006.pdf).

4) Enterprise Architecture solution area requirements:

- a) The contractor shall provide targeted research focusing on Enterprise Architecture and covering at least the following related subject areas:
- i) EA governance
  - ii) Modeling
  - iii) Data architecture
  - iv) Standards

**4.2 Requirements for Analyst Advisory Services – Optional**

The contractor shall provide in their response, an option to obtain Analyst Advisory Services for one or more of the three solution areas (Information Technology, IT Leader, and Enterprise Architecture). The Analyst Advisory Services shall provide access to senior IT analysts via phone and/or email for the purposes of asking questions and/or obtaining advice within the scope and content of the contractor's existing research. The contractor shall include the scope and limitations of this service with respect to time, frequency, and audience participation.

The contractor's solution shall minimally provide, but not be limited to, the following requirements:

- At least four (4) Analyst Advisory Services uses per year
- For Analyst Advisory Services response by telephone, response must be within 48 hours of the request for Analyst Advisory Service and the conversation shall be permitted to last at least 30 minutes
- Provide Analyst Advisory Services response within 48 hours to email inquiries

## **5.0 Contract Type and Pricing**

This is a Firm Fixed Price contract. Multiple awards may be made in order to satisfy the requirements outlined in this Statement of Work.

For each solution offered, the contractor shall provide IT Research Services pricing for the following number of subscribers:

- 1 person
- 2 persons
- 3 persons
- 4 persons
- 5 persons
- 6 persons
- 7 persons
- 8 persons
- 9 persons

- 10 persons
- 11 persons
- 12 persons
- 13 persons
- 14 persons
- 15 persons
- 16 persons
- 17 or more

For each solution offered, the contractor shall optionally provide IT Research and Advisory Services pricing for the following number of subscribers:

- 1 person
- 2 persons
- 3 persons
- 4 persons
- 5 persons
- 6 persons
- 7 persons
- 8 persons
- 9 persons
- 10 persons
- 11 persons
- 12 persons
- 13 persons
- 14 persons
- 15 persons
- 16 persons
- 17 or more

## **6.0 Quality Control**

The documents shall be legible and readable in both web and print formats.

## **7.0 Sub-Contracting**

The contractor shall provide the NRC with vendor information on all sub-contractors being considered for work under this contract. The NRC shall have vendor approval authority for any sub-contractors being considered. The total percentage allowed for sub-contracting under this contract will be 40%.

## **8.0 Place of Performance/Hours of Operation**

The place of performance for this contract is off-site at the contractor's location.

The hours of operation for IT Research Services are flexible as long as 99% service availability is maintained throughout the period of this contract.

The hours of operation for the optional Analyst Advisory Services, is 9:00 am-5:00 pm, Monday through Friday, Eastern Standard Time.

## **9.0 Period of Performance**

The base period of performance is one year from date of contract award with two optional one-year extensions which may be awarded if the NRC business needs (Section 3.0) are satisfied and funding is available.

## **10.0 Continuity of Services**

The services under the contract are considered vital to the Government and must be continued without interruption.

## **11.0 Option to Extend the Term of the Contract**

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

## **12.0 Deliverables**

The contractor's deliverable shall be the IT research and/or advisory subscription services. The IT Research deliverable shall be the reports available via the web. The optional Advisory Subscription deliverable shall be the analyst phone calls and emails.

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

## **13.0 Inspection and Acceptance**

In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor notified of the PO's findings within 5 work days of the first business day of each month if a deliverable is not acceptable.

## **14.0 NRC Key Personnel**

### Project Officer

Name: John D. Beatty

Address: Mail Stop: O-6-D-3M, 11545 Rockville Pike, Rockville, MD 20852

Phone: 301-415-5774 / Email: [jdb1@nrc.gov](mailto:jdb1@nrc.gov)

### Contract Specialist

Name: Manon L. Butt

Address: Mail Stop: T-7-I-2, 11545 Rockville Pike, Rockville, MD 20852

Phone: 301-415-7035 / Email: [mlb3@nrc.gov](mailto:mlb3@nrc.gov)

## **15.0 Records/Data. FAR 52.227-14, "Rights in Data-General (June 1987)"**

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

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

## **16.0 508 Compliance**

The contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires

that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The contractor should review the following websites for additional 508 information:

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

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

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