

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)		RATING N/A	PAGE OF PAGES 1 43		
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-09-08-327		3. EFFECTIVE DATE NOV 28 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. CFO-08-327			
5. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-415-5719 Mail Stop T-7-I-2 Washington, DC 20555		6. ADMINISTERED BY (If other than Item 5) CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) COMTER SYSTEMS, INC 9524A LEE HWY FAIRFAX VA 220312303				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 132456521		FACILITY CODE					
11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission Washington DC 20555		12. PAYMENT WILL BE MADE BY CODE 3100 U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-09-08-327) Washington DC 20555					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(6) ()				14. ACCOUNTING AND APPROPRIATION DATA \$242,415 87N-15-5H1360 N7015 252A 31X0200 \$84,690 87N-15-5H1360 N7013 252A 31X0200			
15A. ITEM NO	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE		
	Contract Title: Operations and Maintenance for the Human Resource Management System and the Cost Accounting System Total Obligated Amount: \$327,105.00 Total Contract Ceiling: \$327,105.00 Period of performance: Award date through March 31, 2008 <i>2008</i> <i>[Signature]</i>						
15G. TOTAL AMOUNT OF CONTRACT							
16. TABLE OF CONTENTS See Attached Table of Contents							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) JAY JAYARAM CEO				20A. NAME OF CONTRACTING OFFICER Stephen Pool Contracting Officer			
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)		19C. DATE SIGNED 11-28-07		20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)		20C. DATE SIGNED 11/28/07	

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PRICE/COST SCHEDULE****Base Period:**

CLINS	Labor category	Pricing	Tasks	Estimated Hours	Firm Rate per hr	Total
001a	Operations and Maintenance (Engagement Manager)	Labor Hour	1-3			\$14,280.00
001b	Operations and Maintenance (PeopleSoft Functional Support Analyst)	Labor Hour	1-3			\$70,500.00
001c	Operations and Maintenance (Technical Support Developer)	Labor Hour	1-3			\$91,650.00
001d	Operations and Maintenance (Report Writer – COGNOS/METIFY)	Labor Hour	1-3			\$77,550.00
001e	Operations and Maintenance (Junior Report Developer)	Labor Hour	1-3			\$59,925.00
002	On Call*	Labor Hour	1-3			\$6,000.00
003	Special Technical Support	Labor Hour	4			\$7,200.00
004	HRMS upgrade	Labor Hour	4			\$0
	TOTAL					\$327,105.00

Option Period 1:

CLINS	Labor category	Pricing	Tasks	Estimated Hours	Firm Rate per hr	Total
001	Operations and Maintenance	Firmed Fixed Price	1-3	Monthly		\$470,000.00
002	On Call*	Labor Hour	1-3			\$7,200.00
003	Special Technical Support	Labor Hour	4			\$7,200.00
004a	HRMS upgrade (Engagement Manager)	Labor Hour	4			\$35,020.00
004c	HRMS upgrade (PeopleSoft Functional Expert)	Labor Hour	4			\$154,500.00
004c	HRMS upgrade (PeopleSoft Upgrade Expert)	Labor Hour	4			\$231,750.00
005	Travel	Cost reimbursement				\$5,960.23
	TOTAL				\$	\$911,630.23

Option Period 2:

CLINS	Labor category	Pricing	Tasks	Estimated Hours	Firm Rate per hr	Total
001	Operations and Maintenance	Firmed Fixed Price	1-3	Monthly		\$1,007,340.00
002	On Call*	Labor Hour	1-3			\$14,832.00
003	Special Technical Support	Labor Hour	4			\$27,810.00
004	HRMS upgrade	Labor Hour	4	0	0	\$0

005	Travel	Cost reimbursement				\$5,960.23
006a	Migration to a SSP (Engagement Manager)	Labor Hour	5			\$45,087.50
006b	Migration to a SSP (Technical Expert – CAS)	Labor Hour	5			\$129,644.80
006c	Migration to a SSP (Technical Expert – CAS)	Labor Hour	5			\$103,440.00
	TOTAL					\$1,334,114.53

Option Period 3:

CLINS	Labor category	Pricing	Tasks	Estimated Hours	Firm Rate per hr	Total
006a	Migration to a SSP (Engagement Manager)	Labor Hour	5			\$45,087.50
006b	Migration to a SSP (Technical Expert – CAS)	Labor Hour	5			\$129,644.80
006c	Migration to a SSP (Technical Expert – CAS)	Labor Hour	5			\$103,440.00
	TOTAL					\$278,172.30

Summary

Base Period	\$327,105.00
Option Period 1	\$911,630.25
Option Period 2	\$1,334,114.53
Option Period 3	\$278,172.30
Total	\$2,851,022.08

B.2 PROJECT TITLE

The title of this project is as follows:

Operations and Maintenance for the Human Resources Management System and the cost accounting system.

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this contract is to continue the technical support required to maintain and operate HRMS and the CAS. It involves to make system modifications or changes, apply system security patches and fixes, maintain system interfaces, perform upgrades and enhancements, provide end-user support, and maintain system documentation for each business application. This contract will also support HRMS major upgrade activities in FY 2008 and provide support in the transition of HRMS and CAS to an application service provider.

B.4 CONSIDERATION AND OBLIGATION

(a) The total not to exceed cost to the Government for full performance of this contract is \$327,105.00.

(b) The amount currently obligated by the Government with respect to this contract is \$327,105.00. The contractor shall not exceed this obligated amount at any time.

STATEMENT OF WORK**Operations and Maintenance Support for the Human Resources Management System and the Cost Accounting System****1.0 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) maintains a client-server based system, the Human Resource Management System (HRMS), to support its personnel, time and labor, and payroll needs. HRMS is a Peoplesoft commercial software product comprised of the following separate modules/applications; Human Resources (HR), Time and Labor (T&L), Payroll, Training Administration, SQR and XML Publisher for reporting, and the End-User Productivity Kit (UPK) Training Software. HRMS has been in production at the NRC since the fall of 2001. HRMS currently interfaces with the payroll and human resources modules of the e-payroll system, Federal Personnel/Payroll System (FPPS), currently hosted at a secured off-site facility by the Department of Interior/National Business Center (DOI/NBC). HRMS also interfaces with the agency's core accounting system, the Federal Financial System (FFS), and several other in-house legacy systems.

A critical component of the HRMS system is the T&L module that the NRC uses to capture Time and Attendance (T&A) and labor data for payroll processing, license fee billing, cost management, and external reporting. As a result, the NRC requires that the system be available at all times. Due to the mission critical nature of the system, the HRMS modules are replicated to a fail-over server to ensure uninterrupted processing support. If for any reason, the NRC must fail-over to this backup server, it is imperative to bring the primary server back on line as soon as possible. The server, HR1, located at the NRC Headquarters One White Flint building is a real-time replication server and is the first fail-over. The server, CFO2, is the second back-up located at the NRC Region I office in King of Prussia, Pa.

The NRC also maintains a client-server based system, the Cost Accounting System (CAS) that has been in production since the fall of 2002. CAS consists of the commercial software products; Armstrong-Laing's Metify used in connection with the Cognos' PowerPlay and Impromptu reporting tools to perform the agency's cost management function. CAS interfaces with HRMS for labor data and FFS for cost and budgetary data.

For these two systems, the NRC practices project level Configuration Management (CM) using the IBM Rational Enterprise Suite, with migrations for upgrades, security patches, and fixes being made by the NRC Office of Information Services (OIS) contractors or NRC personnel.

Currently the NRC is operating a version of Peoplesoft that is no longer supported by the proprietary owner of the software and plans to modernize to a modern web-enabled version in FY 2008. Further, the Office of Management and Budget (OMB) Financial Management Line of Business (FMLoB) policy requires agencies to host their financial systems at a commercial Shared Service Provider (SSP) or an OMB approved Federal SSP. The NRC is in the process of upgrading its core accounting system and plans to integrate the functionality currently performed by the CAS into a new core financial system to be hosted by a commercial or Federal SSP. In addition, the NRC may move the HRMS system to the same SSP as part of the new core financial system once the modernization to a fully supported version of the software is complete. The timeframe for transitioning HRMS to an SSP is Fiscal Year (FY) 2009 with the CAS functionality to be subsumed as part of the new core financial system occurring in the FY 2010 – 2011 timeframe.

2.0 OBJECTIVE

The objective of this acquisition is to continue the technical and operational production support required to operate and maintain the current versions of HRMS and CAS, provide support for the modernization of HRMS to the latest version of Peoplesoft, assist with the transition of CAS to the new core financial system and SSP, and support the transition of HRMS to the SSP.

Technical and operational production support for HRMS and CAS will consist of system modifications or changes, applying system security patches and fixes, maintaining system interfaces, performing upgrades and enhancements, providing end-user support, and maintaining system documentation for each business application. Additional production support will include assisting with the annual IRS 1099 processing and developing HRMS and CAS reports on a scheduled or ad-hoc basis. Support for the HRMS upgrade and transition to the SSP includes the software application configuration, development activities, creation of interfaces, participation in migration and gap analysis exercises, and system testing. While a transition to an SSP is expected for HRMS, continued support may be needed on an annual basis as reflected by the option years of this procurement.

3.0 SCOPE OF WORK

The Contractor shall provide overall operations and maintenance (O&M) support for HRMS and CAS, to include system interfaces, modernization effort for HRMS, and transitioning of both systems to a SSP. The NRC will properly configure and harden computers required to operate the applications, and will properly configure the operating system and database environments. The modules for which O&M support will be provided for HRMS include the Oracle/PeopleSoft modules for HR, T&L, payroll historical database, and training administration; Armstrong-Laing's Metify for Cost Accounting; and, Cognos PowerPlay and Impromptu used with Metify for reporting. The contractor shall also work with NRC to effect transition of the HRMS and CAS to any other private or Government shared service provider.

4.0 SPECIFIC CONTRACT REQUIREMENTS

The Contractor shall perform application systems maintenance for the systems and modules and assistance with the transition of the payroll and human resources modules to the DOI/National Business Center (NBC) ePayroll system Federal Personnel/Payroll System (FPPS), including assisting with the interfaces required to continue time and labor and cost accounting. This will be accomplished following guidance provided in NRC's Project Management Methodology (PMM) for commercial software. The Contractor shall use the NRC's project level codified CM procedures using the IBM Rational tool set.

Application maintenance is defined as modification and/or correction of code and/or data that 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 may include those made to programs, scripts, job control languages, data, and installation of vendor patches (Migrations), data configuration updates, and software upgrades, including major version upgrades. Maintenance also includes, but is not limited to, technical analysis of conditions and outputs in order to identify root causes of problems and define methods for correction, troubleshooting, and establishment and execution of backups, restores, archives, housekeeping, etc. A more complete description of what is included in the definition of "Maintenance" is provided below in the SOW. The NRC will continue to maintain the system's infrastructure, including the equipment, operating system, database environments, and networks for HRMS and CAS. Any changes to the infrastructure to support the HRMS and CAS application will be coordinated by the Contractor with NRC's involvement.

In the performance of maintenance efforts, the Contractor shall appropriately checkout a copy of the current production version of an application product through the project level CM Library gatekeeper, make changes to the copy provided, and submit the changed application system (new code, documentation, builds, etc.), back through the project CM Library gatekeeper for deployment by NRC.

The Contractor shall perform operational support tasks for systems listed below in the SOW following guidance provided by the NRC PO, HRMS Project Manager and/or the Cost Accounting Team Chief. Individual efforts required of the Contractor will be to provide operational and technical support for Oracle/PeopleSoft, Metify and Cognos in the form of data support, report generation, troubleshooting and systems restoration support, and production support. The Contractor may be tasked to draft any new operational procedures to be used by NRC OIS personnel to support their involvement with the operations of the application including an overnight

batch processing procedure for the application environment. The Contractor shall produce necessary documentation of work performed as defined in the tasks listed below.

The Contractor shall work closely with the incumbent contractor to ensure a smooth transition of all O&M support for HRMS, CAS, and the related reporting databases. The transition period will begin upon award of this action and be completed by January 1, 2008.

Specialized technical expertise may be required and will be authorized by the NRC to resolve complex system issues during the integration of major upgrades or application of patches and fixes unique to the NRC technical environment. The Contractor shall be required to provide the technical experts needed to solve any of these issues that might occur.

4.1 System Security

All system modifications made by the Contractor shall comply with NRC security policies and procedures for a moderate sensitivity system, and all NIST 800 series policies and OMB A-123 and A-130 policies to ensure FISMA compliance. In the performance of the specific contract requirements/tasks identified in Section 4.0, the Contractor shall comply with the following security requirements:

- All work performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the system sensitivity level.
- The Contractor shall ensure that its employees, in performance of the contract, receive IT security training in their role (e.g., system administrators must receive training in the IT security of the application system being used).
- The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the government. The system security plan and other information system security documentation for the contract are considered sensitive unclassified information. The Contractor must handle sensitive unclassified information according to NRC's Sensitive Unclassified Non-Safeguards Information program (SUNSI).
- The Contractor shall only use NRC provided e-mail accounts to send and receive information considered sensitive, such as security documentation, system vulnerability information, or data qualified by the Privacy Act of 1974.
- The Contractor shall ensure system modifications adhere to proper internal controls to include the segregation of duties and ensure that the modifications do not compromise the functionality that enforces access authorizations.
- The Contractor shall ensure the information system provides only essential capabilities and specifically prohibits and/or restrict the use of specified functions, ports, protocols, and/or services.
- The Contractor shall ensure the most restrictive set of rights/privileges or access needed by users (or processes acting on behalf of users) for the performance of specified tasks and ensures the access is enforced by the system through assigned authorizations.
- The NRC Information System Security Officer (ISSO) is responsible for the security posture of the system. Any changes to the system security posture must be approved by the ISSO. In addition, any possible change to the security posture of other NRC systems as a result of maintaining the application, including those required of the infrastructure or other agency systems must go through a formal change process that includes concurrence by the owners of the systems affected and the Senior IT Security Officer (SITSO).

- The Contractor shall only use licensed software and an in-house developed authorized code (including government and contractor developed) on the system and for processing government information. Public domain, shareware, or freeware shall only be installed after prior written approval is obtained from the NRC Designated Authorizing Authority (DAA). The Contractor shall provide proof of licensing upon request of the Contract Officer, the Contract Officer Technical Representative (COTR), the Project Officer, HRMS Project Manager, the cost Accounting Functional Lead, the NRC SITSO, or the DAA.
- The Contractor shall ensure all development and testing of the system is performed in the appropriate development and test environments specified by the NRC and data are protected at the moderate sensitivity level.
- The Contractor shall provide application level support necessary to comply with all NRC security policies and procedures for moderate sensitivity systems and coordinate with NRC any modifications required to the application that impacts configured and hardened computers, operating systems, and database environments.
- The NRC will provide an Independent Verification and Validation (IV&V) Contractor to perform the security test, evaluation, and contingency testing on the systems. The Contractor shall support NRC in its efforts to certify and accredit the systems under FISMA as Moderate Impact Major Application and Networked Listed System.
- The Contractor shall establish, upon approval from the NRC, user accounts that have system-level or administrative privileges that have a unique password from all other accounts held by that user, and general user tasks must be performed from a general user account, and not from the administrative account.
- The Contractor shall not hardcode any passwords into the software unless the password only appears on the server side (e.g., using server-side technology such as ASP, PHP, or JSP).
- As necessary, the Contractor shall transmit sensitive data over a network using Federal Information Processing Standards (FIPS) 140-2 validated encryption. The Contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.
- The Contractor shall comply with the Continuous Monitoring requirements identified in National Institute Standards and Technology Special Publication 800-37.

4.2 Configuration Management

The Contractor shall obtain approval from the NRC Project Officer, HRMS Project manager, and/or CAS Functional Lead prior to making any proposed changes to the systems. Changes to the systems that affect other systems, interfaces to the systems, or services being provided by OIS must be coordinated with the NRC Project Officer, appropriate system owners, service providers, or appropriate OIS personnel. In the performance of the specific contract requirements/tasks identified in Section 4.0, the Contractor shall comply with the following Configuration Management (CM) requirements:

- The Contractor shall make all system modifications, first, in the NRC designated development and test systems that are exact replicas of the operational system. These systems will reside at an NRC accredited facility and will not be connected to the operational environment. The modifications must be tested on the test system, and once testing verifies the modifications, the change is migrated to the production system by OIS. All modifications must be documented and recorded in the agency change control system. The Contractor shall follow the NRC project level codified CM procedures, using the PVCS Tracker and the IBM Rational toolset.

- The Contractor shall adhere to the NRC change control policies and procedures. Version control shall be implemented and any modifications are documented as necessary by the NRC CM Library Gatekeeper to produce new components. All modifications shall be made in the development system and the new executable tested on the test system before the change is accepted and approved by the NRC.
- The Contractor shall maintain a library of all appropriate system documentation and maintain any changes based on review/update cycles for each documented artifact.
- The Contractor shall become familiar with the NRC HRMS User Issue Tracking System for problem tracking and monitoring. The Contractor shall be responsible for maintaining the HRMS User Issue Tracking System using the PVCS Tracker and the IBM Rational toolset CM software to include new logs of problems made by NRC Functional Leads. A change log will be established and maintained as appropriate (in HRMS User Issue Tracking System) and in the Software Engineering Log. The record log will reflect all maintenance activities. It is required that a report shall be provided to the NRC Project Officer, HRMS Project Manager, and his/her designees on the progress made in these endeavors on a regular basis, i.e., weekly unless otherwise directed by the NRC. E-mail progress reports may be requested by the NRC Project Officer and/or HRMS Project Manager on an ad-hoc basis.

4.3 Task 1: Operations and Maintenance for the Human Resources Management System (HRMS)

This task includes providing O&M services until HRMS is decommissioned and/or the transition to an SSP is complete, whereby the SSP may assume such duties. Some duties may remain depending on whether the SSP will subsume all that is covered by this vehicle, e.g., maintain internal interfaces of data for the NRC. The Contractor shall be responsible for making necessary changes to HRMS to ensure that identified problems with the application system are corrected and HRMS is returned to production in a manner that satisfies the needs of the government.

- The Contractor shall provide O&M support for the following HRMS applications/modules:

Current Oracle/PeopleSoft HRMS Version 7.51 /Peopletools Version 7.63 and future versions of PeopleSoft 9.0/Tool 8.49 and beyond configured on UNIX and Hewlett Packard (HP) servers; Solaris and Windows 2003 operating systems; Sybase and Windows SQL 2005.

- Oracle/PeopleSoft HR
- Oracle/PeopleSoft T&L
- Oracle/PeopleSoft Payroll
- Oracle/PeopleSoft Training Administration
- Oracle/PeopleSoft End-user Productivity Kit (UPK) Training Software
- HRMS interfaces with RPS and FFS
- FPPS interfaces with time and labor and cost accounting
- Oracle/PeopleSoft SQR
- XML Publisher

Payroll Historical Database Module using MS SQL and COGNOS Impromptu software and MS Access, MS Enterprise Manager

The Contractor shall maintain the NRC T&L Query Facility using MS SQL and Crystal Reports and/or MS Access.

- The Contractor shall utilize SUITS MS IIS (Web Server) Configuration to include; PVCS Tracker, PVCS Tracker Admin., PVCS Tracker Web Admin., PVCS Notify, PVCS Version Control, and reports. (Note: the NRC is migrating from this system to IBM's Rational Suite).

- The Contractor shall provide for the loading and configuring of the HRMS software applications, to include new releases, upgrades, patches, and fixes, onto the hardware and operating system software. Loading and configuring software shall constitute providing this service to the point whereby the application software is ready for use by the NRC on the primary and fail-over servers at the NRC Headquarters, and at the NRC back-up facility located at Region I in King of Prussia, Pa. The Contractor shall coordinate with the NRC Project Officer in the performance of this work.
- The Contractor shall maintain and execute the HRMS interfaces to FFS, FPPS hosted at DOI/NBC, historical payroll database, CAS, and the Reactor Program System (RPS). RPS is an NRC in-house system owned by the Office of Nuclear Reactor Regulation (NRR). HRMS imports labor codes and employee profile information from RPS and exports back to RPS employee labor data used and associated reference data for license fee billing and workload management. The Contractor shall work with the HRMS Project Manager and applicable NRC personnel to ensure the accurate and timely data exchange between these systems based on established NRC schedules.
- HRMS application system failures, need for system patches and fixes, or other reasons or problems that necessitate a maintenance action will be brought to the attention of the NRC Project Officer either as directly viewed during monitoring efforts conducted by the Contractor in their role of providing operational support with HRMS through e-mail direction from the NRC Project Officer.
- The Contractor has authority to take necessary actions to evaluate HRMS application system problem(s), correct the problem(s), and appropriately document the problem(s) in the HRMS User Issue Tracking System and in the Software Engineering Notebook (SEN). The Contractor shall test corrections and prepare the corrected/new component of the system for deployment, including submission to the project level CM Library Gatekeeper and use the established NRC migration policy. The Contractor shall notify the NRC Project Officer, HRMS Project Manager, and his/her designees when system problems are identified and provide the necessary corrective actions. Such notification shall describe the nature of the problem and the impact on users and shall be recorded in HRMS User Issue Tracking System (Rational clearQuest). The Contractor shall also notify the NRC Project Officer, HRMS Project Manager, and his/her designees when the corrected product is ready for deployment (i.e., testing completed, NRC functional leads review and acceptance).
- The Contractor shall perform maintenance actions using the current production version of the application system source that will be controlled by the project level CM Library Gatekeeper. Changes to application system source code will be made utilizing only those vendor products defined in the application system baseline, unless authorization to use other products has been received in writing from the NRC Project Officer. It is the responsibility of the Contractor to ensure that the introduction of any new product to the application system is consistent with the authorized list of vendor products, or is added to the authorized list of vendor products (NRC toolkit), as approved by the NRC. Checkout of application system code and related products (test data, documentation, etc.) through the project level CM Library Gatekeeper is required for each work effort. Upon completion of any maintenance effort, the Contractor shall provide an e-mail to the NRC Project Officer and HRMS Project Manager to document, as appropriate, all detailed actions taken and readiness of the application for deployment. This notification will indicate that the application system has been submitted and is available as the current version for deployment through the project level CM Library Gatekeeper.
- The Contractor shall be available to assist the NRC Operations Deployment Team and answer any questions associated with deployment of the application and/or data.
- The Contractor shall assist in drafting or revising desk procedures, user manuals, handbooks, and training materials related to HRMS.

- The Contractor shall participate in new HRMS initiatives, as needed. Involvement is estimated to be four hours per month to attend briefings and discussions on new initiatives impacting the operations and maintenance of HRMS.
- The Contractor shall assist in the updating of the HRMS security certification and accreditation documentation related to Federal System Regulation and Requirements, including NIST standards, special publications and guidance; Federal Information Security Management Act (FISMA) requirements; OMB Circular A-130, Management of Federal Information Resources; NRC Management Directive (MD) 12.5, Automated Information Security Program; and, MD 2.8 Project Management Methodology. The Contractor shall perform changes in the HRMS that relate to corrective actions resulting from C&A activities and from any internal review or financial statement audit finding within the stipulated timeframe.
- The Contractor shall provide assistance to the NRC Security Contractor responsible for completing required security deliverables, to include; Memorandum of Understandings, Interconnection Security Agreements, Security Categorization, E-Authentication Risk Assessment, Security Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Scenario Execution Report, Corrective Action Plan and a Certification Letter.
- The Contractor shall provide daily production support for the HRMS application/modules and related databases. The majority of support will take the form of technical support for the implementation of vendor upgrades, patches, and fixes to the application software. In addition, the Contractor may be asked to review installation options or work with the production support team members in the OIS Infrastructure Division to ascertain the best technical environments that can support the HRMS application and additional PeopleSoft modules. Production support shall also include: initiating program sequences on a prescribed schedule; monitoring data transfers between systems either through a kick-off of electronic processes (programs) or inputs of tapes or other physical media; verification of data and data modeling; and, system monitoring, technical troubleshooting, and applying immediate corrective measures to agency production application systems (in pay cycle intervals, on a 24-hour on-call basis).
- The Contractor shall provide ad-hoc report generation support to satisfy the agency need to create approximately 30 reports per year combined from HRMS and CAS. HRMS reports shall be developed using PeopleSoft tables and will be sorted based on criteria provided by the HRMS Project Manager at the time of the request. Generally, ad-hoc reports shall be generated using Crystal Reports, SQR and XML Publisher. The NRC will provide specific output formats at the time of the request. Types of reports shall include, but not limited to; labor hour data, payroll historical data, training data, labor codes and employee profiles, employee labor categories and leave data. The Contractor shall deliver the final reports to the HRMS Project Manager for acceptance or additional modification. Reports will be created, run and outputs delivered within two business days from the date of the request or will be negotiated based on the complexity of the work or the HRMS open windows for execution.
- The Contractor may be requested by the NRC Project Officer and HRMS Project Manager, in a critical troubleshooting window (pay week dependency), to contact the vendor, Oracle/PeopleSoft, for analysis and assistance in solving production issues. Critical operational support times are during the NRC payroll cycles, which occur every other week, from Friday A.M. until the T&A file is released to DOI/NBC which is generally the following Monday P.M. (Time shall vary depending on service coverage, See section 8.2 Availability of Service / Service Coverage.)
- The Contractor shall perform general application systems technical support for HRMS and for all associated databases covering a wide range of duties. Such support will take the form of technical analysis and reports, preparing market surveys and cost estimates, performing technical assistance in

troubleshooting anomalies, working with technical team members and the system software, developing technical project schedules and the planning of technical support sequences such as “failover” planning, disaster recovery hardware setup and planning, systems test and evaluation planning, systems rollout technical evaluation, analysis and reports, software solutions research/technical documentation and fit analysis determination, technical installation and analysis support for selected software such as IBM Tivoli Scheduler or future products, technical guidance in the areas of hardware and software monitoring tools, hardware cost estimates and technical analysis of process scheduling tools, and technical product evaluations as needed.

- The Contractor shall also assist the NRC with providing desktop access to NRC personnel for T&L reporting. Desktop access shall include, but not be limited to; establishing and/or modifying user profiles, establishing user accounts, establishing and/or resetting user passwords, establishing application icons on the desktop, and assisting users with setting favorites and personal preferences within the application for ease of navigation and data entry.

4.4 Task 2: Operations and Maintenance for the Cost Accounting System (CAS)

This task includes providing O&M services until CAS is decommissioned and/or the transition to an SSP is complete, whereby the SSP will assume such duties. The Contractor shall be responsible for making necessary changes to ensure that identified problems with the CAS are corrected and the system is returned to production in a manner that satisfies the needs of the government. A critical component of CAS O&M support is the periodic processing of data through the system and the generation of outputs in the form of Cognos Powerplay cubes and reports to support the agency mission.

- The Contractor shall provide O&M support for the following CAS applications:

Armstrong-Laing’s “Metify” Cost Model version 1.4.2. Technologies supporting the CAS include: Microsoft (MS) C#. MS Access Visual Basic, MS DCOM Configuration, MS IIS (Web Server), DataDirect Technology ODBC (Configuration), Sybase T-SQL.

- Metify ABM Server
- Metify ABM Client
- Metify Link for Access
- Metify Link for PowerPlay

Support the “As-Is” COGNOS PowerPlay version 6.6 Cube Reports and COGNOS UpFront software

- Cognos Impromptu
 - Cognos Impromptu Administration
 - Cognos Enterprise Server
 - Cognos Script Language
 - Cognos Access Manager Administration
- The Contractor shall provide for the loading and configuring of the CAS application to include new releases, upgrades, patches, and fixes to the software. Loading and configuring software shall constitute providing this service to the point whereby the application software is ready for use by the NRC in a production environment. The Contractor shall coordinate with the NRC Project Officer and the cost accounting Functional Lead in the performance of this work.
 - The Contractor shall assist the Cost Accounting Functional Lead with generating cost and obligation reports in hard copy and/or electronic form either on a scheduled or ad-hoc basis. The Contractor shall assist the NRC cost Accounting Functional Lead with developing new cost accounting Powerplay cubes and reports as needed.
 - The Contractor shall assist in drafting or revising desk procedures and user manuals.

- The Contractor shall participate in new initiatives, as needed. Involvement is estimated to be four hours per month to attend briefings and discussions on new initiatives impacting the operations and maintenance of CAS.
- The Contractor shall perform general application systems technical support for the Metify CAS and for all associated reporting tools and databases. This responsibility covers a wide range of duties. Such support will take the form of technical analysis and reports, technical assistance in troubleshooting anomalies, working with the Cost Accounting Functional Lead and technical staff to maintain the system, developing technical project schedules and planning of technical support sequences such as disaster recovery, hardware and software setup and planning, system test and evaluation planning, system rollout technical evaluation, system analysis and reports, technical guidance in the areas of hardware and software monitoring tools, and technical analysis of process scheduling tools.
- The Contractor shall assist in the updating of the CAS security certification and accreditation documentation related to Federal System Regulation and Requirements, including NIST standards, special publications and guidance; Federal Information Security Management Act (FISMA) requirements; OMB Circular A-130, Management of Federal Information Resources; NRC Management Directive (MD) 12.5, Automated Information Security Program; and, MD 2.8 Project Management Methodology. The Contractor shall perform changes in the HRMS that relate to corrective actions resulting from C&A activities and from any internal review or financial statement audit finding within the stipulated timeframe.
- The Contractor shall provide assistance to the NRC Security Contractor responsible for completing required security deliverables, to include; Memorandum of Understandings, Interconnection Security Agreements, Security Categorization, E-Authentication Risk Assessment, Security Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Scenario Execution Report, Corrective Action Plan and a Certification Letter.
- The Contractor shall provide production support on a daily basis for the Armstrong-Laing Metify cost accounting module, Cognos software, interfaces, and related databases. The majority of work will take the form of technical support in the implementation options for vendor releases, patches, and fixes to the products. Production support shall also include: initiating program sequences on a prescribed schedule; monitoring data transfers between systems either through a kick-off of electronic processes (programs) or inputs of tapes or other physical media; verification of data and data modeling; and, system monitoring, technical troubleshooting, and applying immediate corrective measures to agency production application systems.
- During monthly, quarterly, and annual processing periods; the Contractor shall be expected to be available during other than normal business hours to ensure the proper processing of the data in the CAS.

4.5 Task 3: Annual IRS 1099 Processing

The NRC currently uses an MS Access database for the processing of annual IRS 1099 tax forms. Support under this contract shall also include assisting the NRC with IRS 1099 data processing.

- The Contractor shall provide technical application support for the MS Access database to include changes to table structures, forms, procedures, and reports in order to complete the processing of data to support this NRC business area/function. Support shall also encompass the transfer, manipulation, and reformatting, as appropriate, of the following data files for ease of 1099 processing; CitiBank purchase card file, DOI FFS 1099 interface file, and other 1099 data files identified by the NRC during the time of annual processing and IRS reporting. Any file transfer, manipulation, or reformatting of data

files shall be closely coordinated with the NRC Project Officer and Functional Lead. NRC personnel will have the final authority for decisions affecting the 1099 process.

- The Contractor shall also assist with the testing and production of the 1099 forms from the MS Access database.
- The NRC plans to transition this functionality to the new core financial system hosted by the Shared Service Provider (SSP). During the transition, the Contractor shall assist the NRC Project Officer and SSP with identifying the requirements and system configuration settings needed to perform this functionality in the new system.

4.6 Task 4: HRMS Modernization Support

The NRC currently operates version 7.51 of the Peoplesoft/Oracle product for HRMS with the intent to upgrade its system to Peoplesoft version 9.0 in FY 2008. Version 7.51 of Peoplesoft is no longer supported by the proprietary owner. As a result, this effort is critical to the continued operations of the system. The NRC considers this a major modernization effort as it moves from a client-server system to a new web-enabled version of Peoplesoft. The Contractor shall be expected to work as part of an integrated team with the NRC personnel and IV&V Contractor to facilitate the migration to version 9.0. The Contractor shall be expected to assist the NRC with performing the full range of implementation activities to include, but not limited to the following:

- The NRC will be responsible for developing the project plan for the modernization effort. The Contractor shall provide input to the NRC Project Officer for the project plan by identifying activities, dependencies, deliverables, resources, and timeframes for performing the work.
- The Contractor shall provide for the loading and configuration of the HRMS software applications onto the server and operating system software. Loading and configuring software shall constitute providing this service to the point whereby the application software is ready for use by the NRC on the primary and fail-over servers at the NRC Headquarters, and the NRC back-up server located at Region I in King of Prussia, Pa. The Contractor shall coordinate with the NRC Project Officer in the performance of this work.
- The Contractor shall assist the NRC Project Team with configuring the tables within the Peoplesoft application/modules and related databases based on the desired settings established by the NRC Project Team. The NRC Project Officer will approve all configuration settings for the new version of Peoplesoft.
- The Contractor shall assist the NRC Project Team with developing the "To-Be" workflow for the electronic approval and certification of T&L data by the employee and supervisor prior to transmission to DOI/NBC for payroll processing. This shall include ensuring the appropriate audit trail is available showing the User ID and date/time stamp for all levels of approval. The Contractor will assist the NRC with configuring the electronic approval and certification process in the new version of Peoplesoft.
- The Contractor shall load legacy data to include employee profiles and assist the NRC Project Team with establishing the appropriate roles and responsibilities for each User ID to ensure the proper segregation of duties and security controls. This shall also include leveraging the functionality of the employee/staff tables to improve the capture of labor data for license fee billing.
- After a baseline configuration is established for the application, the Contractor shall work with the NRC Project Team and IV&V Contractor to ensure adequate testing of the application is performed to include configuration, load, performance, stress, fail-over, and final user acceptance.

- The Contractor shall analyze the existing interfaces and design, code, and test the new interfaces to ensure the continued transfer of data between HRMS, FFS, CAS, FPPS payroll and HR at DOI/NBC, and RPS.
- The Contractor shall develop new reports and queries, as necessary, in order to provide improved data to users.
- The Contractor shall provide an e-mail to the NRC Project Officer and HRMS Project Manager to document, as appropriate, all detailed actions taken and the readiness of the application for deployment. This notification will indicate that the application system has been submitted and is available as the current version for deployment through the project level CM Library Gatekeeper.
- The Contractor shall be available to assist the NRC Operations Deployment Team and answer any questions associated with deployment of the application and/or data.
- The Contractor shall be responsible for any changes required to operational procedures, user guides, and training materials in order to be consistent with the changes to business processes associated with the implementation of the new version of Peoplesoft.
- The Contractor shall participate in management briefings and conference calls as necessary and as directed.
- The Contractor shall assist in the updating of systems security certification and accreditation documentation related to Federal System Regulation and Requirements, including NIST standards, special publications and guidance; Federal Information Security Management Act (FISMA) requirements; OMB Circular A-130, Management of Federal Information Resources; NRC Management Directive (MD) 12.5, Automated Information Security Program; and, MD 2.8 Project Management Methodology. The Contractor shall perform changes to the new version of the application that relate to corrective actions resulting from C&A activities in order to obtain an Authority to Operate (ATO).
- The Contractor shall provide assistance to the NRC Security Contractor responsible for completing required security deliverables, to include; Memorandum of Understandings, Interconnection Security Agreements, Security Categorization, E-Authentication Risk Assessment, Security Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Scenario Execution Report, Corrective Action Plan and a Certification Letter.
- The Contractor shall assist the NRC with providing post-implementation help desk support to users during the transition to the Peoplesoft version 9.0.

4.7 Task 5: Migration to a Commercial or Federal Shared Service Provider (SSP)

The NRC plans to replace its core accounting system, FFS, with a modern integrated Core Financial System (CFS) and to have the new system hosted by a commercial or Federal SSP. A segment of this effort is to integrate the functionality currently performed by the legacy CAS into the new system. The NRC is also looking to having HRMS hosted with the new CFS at the SSP facility. The Contractor shall be expected to assist the NRC with performing migration activities for CAS and HRMS to include, but not limited to:

- The Contractor shall be required to collect and maintain the source documentation, source code, executables, builds and vendor products utilized for the maintenance activity to ensure that NRC is operating the latest version of the vendor software.
- The Contractor shall take special care to fully document the HRMS and CAS interface code and the procedures and interfaces needed to operate the HRMS and CAS modules. This will include ensuring

the operational procedures are in place to continue HRMS and cost accounting operations using interfaces to update the systems with the information as needed. This is critical documentation, not just for the NRC Project Team, but also to continue operations in the future.

- The Contractor shall be expected to attend multiple fit-gap sessions, as needed, with the SSP to ensure that all nuances and NRC objectives are addressed and covered as part of the planned transition effort.
- To facilitate any future transition of the CAS functionality and HRMS, the Contractor shall assemble pertinent documentation and forward it to the commercial or Federal SSP to assist them in gaining the knowledge necessary to accept and successfully transition the HRMS system and CAS functionality. The Contractor shall assist NRC Project Officer and SSP in the creation and management of all pertinent schedules designed to track the progress of the transition effort. The Contractor shall participate in management briefings and conference calls as necessary and as directed.
- If problems are identified that may prevent the successful transition, the Contractor shall assist the NRC Project Officer and SSP with providing a complete description, in writing using e-mail, of the problems identified and the approaches to resolving them. The NRC Project Officer shall be notified via e-mail once problems are identified. In addition, the problems should be discussed with the NRC Project Officer and applicable NRC personnel at the next status meeting.
- The Contractor shall assist the SSP to design, develop, and document the interface code developed for the new CFS to the NRC legacy systems and the DOI/NBC FPPS system in order to continue operations. The Contractor shall assist the NRC with testing the interfaces and documenting the results. The Contractor may be asked to review installation options or work with the NRC Project Team and SSP personnel to ascertain the best technical approaches for interfacing with the NRC systems and the DOI/NBC FPPS system.
- The Contractor shall work closely with the SSP to ensure a smooth transition of all O&M for HRMS and CAS.

5.0 PERSONNEL QUALIFICATIONS

Contractor personnel must have demonstrated experience in the HRMS and CAS applications systems software and platforms identified in the relevant sections of this statement of work. This must include expert experience in the maintenance of Metify, Cognos, and the Federalized versions of Oracle/PeopleSoft modules used in a client/server and web-based environment. Expert technical knowledge of the PeopleSoft product must be sufficient to reflect how the PeopleSoft processes are affecting the server and the database. Competency in technical, written communication, and analytical skills as demonstrated through prior assignments in the technical support area, and experience with applications running on a NOVELL LAN platform supported by a Sybase database using the PeopleSoft code and using standard reporting tools. Knowledge of and proficiency with SQR, XML Publisher, and COBOL is mandatory. Database Administration in the use of Sybase and MS SQL Server is important to support applications and interfaces residing in these environments.

6.0 OVERALL PERFORMANCE STANDARDS AND DEDUCTION SCHEDULE

The following processes will be used by NRC to motivate successful performance of the contract requirements stated herein:

Failure by the Contractor to comply with any of the procedures and/or contract requirements stated herein shall constitute a **“valid-deficiency”** under this contract, unless the failure can be shown to be caused by circumstances beyond the Contractor's control.

No more than one (1) contract-deficiency shall be allowed by NRC per calendar-month period, in which the NRC Project Officer determines the discrepancy is a "valid-deficiency" for non-compliance with any contract requirements.

The Contractor shall invoice monthly with a single invoice that includes a breakdown of the cost of all support provided during the previous calendar-month's period. For any month in which the Contractor fails to comply with the contract requirements stated herein, NRC reserves the right to deduct the following amounts from that month's total monthly invoice payment:

- 0-1 Valid-deficiency's per calendar-month period will result in no deduction;
- 2 Valid-deficiency's per calendar-month period will result in 5% of the total monthly invoice being deducted;
- 3 Valid-deficiency's per calendar-month period will result in 6% of the total monthly invoice being deducted;
- 4 Valid-deficiency's per calendar-month period will result in 7% of the total monthly invoice being deducted;
- 5 Valid-deficiency's per calendar-month period will result in 8% of the total monthly invoice being deducted;
- 6 Valid-deficiency's per calendar-month period will result in 10% of the total monthly invoice being deducted.

NOTE: Under the Performance Incentives listed above, NRC will not deduct more than a total of 10% from the monthly invoice.

7.0 ADMINISTRATIVE CONSIDERATIONS

7.1 Place of Performance

The majority of work under this contract will be performed at the NRC Headquarters location. Access to the NRC facilities will be provided by the NRC as required during non-business hours. Certain technical and administrative tasks may be accomplished off-site at other NRC facilities or the Contractor's work site. Such work will be approved by the NRC Project Officer on an individual task basis.

7.2 Availability of Service / Service Coverage

Contractor personnel are expected to conform to the NRC regular operating hours. Regular work hours for this contract are Monday through Friday, 8:00 a.m. to 5:00 p.m. (EST), unless otherwise approved by the NRC Project Officer. When extenuating circumstances require "on call" technical expertise during a major system outage when operations is critical, the NRC may require evening and weekend work in order to avoid system interruptions to the user community. The NRC estimates 96 hours for this work except in the case of emergencies. In these instances, the NRC will give the Contractor at least 48 hours advance notice when evening and weekend work will be required. For an emergency during non-working hours, a four hour response time is required. These applications are critical to meeting the NRC mission and may require Contractor personnel to be on-call to minimize system down time. The Contractor will be given 24 hour access to the NRC facilities when after hours work is required. Under certain circumstances the Contractor may also access the system from a remote location to monitor and resolve application problems. The contractor shall receive approval from the NRC Project Officer prior to gaining remote access to the systems.

8.0 MEETINGS AND TRAVEL

8.1 Initial Kick-off Meeting

For tasks identified above, the Contractor shall participate in an initial meeting no later than five (5) business days after award. The purpose of the meeting is to review and discuss the NRC goals for the contract and to establish work guidelines, systems access, and a communications framework for the contract. Further, discussion shall include the HRMS upgrade to the Peoplesoft version 9.0, SSP transition

efforts, and corresponding deliverables as identified in Section 5.0 above. Internal NRC documents will be coordinated during this meeting.

8.2 Status Meetings

The Contractor shall plan for bi-weekly meetings with the NRC Project Officer, HRMS Project Manager, CAS Functional Lead and others to review the status of ongoing tasks and to review the count of transactions and types for data provided by the HRMS system for the two-week pay cycle beginning on the Monday and ending on a Friday. The record log will be updated reflecting the results from the meetings. An activity report will be provided at the bi-weekly meetings whereby the Contractor shall identify the changes since the last update with an emphasis on problems encountered, actions taken and; if problems were not resolved, the proposed solutions and timeframes for implementing the solutions.

Major conclusions/actions will be documented in bi-weekly meeting minutes and submitted to the NRC Project Officer, HRMS Project Manager, CAS Functional Lead, or their designee(s). In addition, the Contractor shall prepare a monthly financial progress report detailing the persons who worked the past reporting period, the tasks they worked on, and their hours and costs expended to date. This report will be delivered to the NRC Project Officer no later than five business days after the close of the reporting month. The Contractor shall ensure that costs, by task, on the monthly financial report shall agree with the monthly invoice submitted to the NRC for payment.

8.3 Travel

The NRC may require and authorize occasional travel to the NRC Region I office located in King of Prussia, PA to perform duties associated with the continuity of operations and disaster planning, recovery exercises associated with O&M of the existing HRMS system, and the upgrade to the latest version of the HRMS application software. Occasional travel to the four NRC Regional offices may be required and authorized by the NRC for the performance of duties associated with systems O&M, upgrades, and transition to the SSP. Finally, the NRC Project Officer may require the Contractor to attend Quarterly Peoplesoft User Group Meetings located in Reston, VA. Any required travel identified above shall be for no more than one individual unless otherwise authorized by the NRC Project Officer and Contract Officer. No other travel shall be authorized without the express written approval by the NRC Project Officer.

Annual Travel Estimate			
No. of Trips	Description	Duration	Location
1 (2 during upgrade)	Continuation of Operations Planning/Disaster Recovery Exercises	5 contiguous days	King of Prussia, PA
4	Quarterly User Group Meetings	1 contiguous day	Reston, VA
1	Each Regional Office (extenuating circumstances)	3 contiguous days	King of Prussia, PA; Atlanta, GA; Lisle, IL; Arlington, TX

9.0 GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT

To facilitate the work to be performed under this contract, the NRC will, upon request, provide the Contractor with any and all materials documenting current applications systems, processes, requirements, and provide access to government and other contractor personnel as required.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.247-34	STOP-WORK ORDER	AUG 1989
	F.O.B. DESTINATION	NOV 1991

F.2 DELIVERY SCHEDULE

Due dates for deliverables identified below as "TBD" will be negotiated between the Contractor and the NRC Project Officer, HRMS Project Manager, and CAS Functional Lead based on established project schedules, pre-defined operational deadlines, assignment complexity, and the needs and/or priorities of the NRC.

#	Deliverable/Activity	Due Date
1	Activity Reports as referenced in Section 8.2 of the SOW	Bi-Weekly
2	HRMS & CAS Ad-hoc Reports	2 Business Days after receiving the requirements, unless otherwise identified by the NRC (approx. 30 per year)
3	Development/Project plans, workflow and configuration documents, software patches and fixes, interface processing, standard reports, requirements gathering, code changes and executables, conversion scripts and test results, test scripts and results, release notes, job aids, operational procedures, and standard system documentation defined by the NRC CM process.	TBD
4	System Operations as described in tasks 1-5	TBD

F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer (Jennifer Castello 1 copy - electronic)

Mail Stop T9 C4 11545 Rockville Pike, Rockville, MD 20852

(b) Contracting Officer (1 copy)

F.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on Award date and will expire on March 31, 2008. The term of this contract may be extended at the option of the Government for an additional 3 optional periods.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Name: Jennifer Castello

Address: Mail Stop T9 C4
11545 Rockville Pike
Rockville MD 20852

Telephone Number: 301-415-0693

Email: jcc3@nrc.gov

Alternate Project Officers:

Name: Kay Moses Address: Mail Stop T9 E2, 11545 Rockville Pike, Rockville MD 20852
Phone: 301-415-5856 Email: KVM1@nrc.gov

Name: Carl Frederick Address: Mail Stop T9 C4, 11545 Rockville Pike, Rockville MD 20852
Phone: 301-415-6285 Email: caf1@nrc.gov

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) 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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

(d) For contracts for the design, development, maintenance or operations of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) – This only applies to clin 5

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), 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, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor 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.

H.2 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

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

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

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



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

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

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

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

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

H.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.

H.6 Compensation for On-Site Contractor Personnel

a. NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

b. When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

c. The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

d. On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

H.7 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)

H.8 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.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

H.9 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (July 2007)

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The contractor shall conduct a preliminary security interview or review for each IT level I or II access approval contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The contractor will pre-screen its applicants for the following:

- (a) felony arrest in the last seven years;
- (b) alcohol related arrest within the last five years;
- (c) record of any military courts-martial convictions in the past ten years;
- (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years;
- (e) delinquency on any federal debts or bankruptcy in the last seven years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed contractor's pre-screening record or review will be supplied to FSB/DFS with the contractor employee's completed building access application package.

The contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS

of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT 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.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorable review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the contractor's signed pre-screening record and two FD-2S8 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the contractor 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.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The contractor shall submit a completed security forms packet; including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the contractor 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.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

H.10 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

H.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

H.12 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-11	SPECIAL 8(A) CONTRACT CONDITIONS	FEB 1990
52.219-12	SPECIAL 8(A) SUBCONTRACT CONDITIONS	FEB 1990
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-17	SECTION 8(A) AWARD	
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE	MAY 2004

52.249-8
52.253-1

GOVERNMENT (FIXED-PRICE)
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
COMPUTER GENERATED FORMS

APR 1984
JAN 1991

I.2 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 30 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 (3) years.

I.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause-

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [X] is, [] is not a small business concern under NAICS Code 541612 assigned to contract number NRC-09-08-327.

I.4 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT
NUMBER

TITLE

1.

Billing Instructions for Firm Fixed Priced Contract.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

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

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

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

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

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. **Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).**
6. **Description of articles or services, quantity, unit price, and total amount.**
7. **For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.**
8. **Weight and zone of shipment, if shipped by parcel post.**
9. **Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.**
10. **Instructions to consignee to notify the Contracting Officer of receipt of shipment.**
11. **For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."**

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

Supersession: These instructions supersede any previous billing instructions.

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DOE
PROJECTS (Prime contract number must be shown
for all subcontracts.)

B. PROJECTED
START DATE

08/01/2007

C. PROJECTED
COMPLETION DATE

07/31/2011

2. TYPE OF SUBMISSION



A. ORIGINAL



B. REVISED (Supersedes all
previous submissions)



C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**OPERATIONS & MAINTENANCE SUPPORT FOR HUMAN RESOURCES MANAGEMENT SYSTEM
(HRMS) & COST ACCOUNTING SYSTEM (CAS)**

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION



YES (If "YES," answer 1-7 below)



NO (If "NO," proceed to 5.C.)

NOT
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)



3. GENERATION OF CLASSIFIED MATTER.



4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.



5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.



7. OTHER (Specify) **PII (Employee SSN (OUO))**



B. IS FACILITY CLEARANCE REQUIRED?



YES



NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

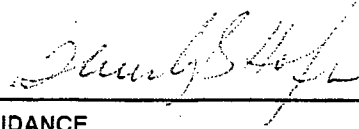
FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

Beverly Holmes, Project Officer
Division of Financial Services, OCFO

SIGNATURE



DATE

5/30/07

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

☐

AUTHORIZED CLASSIFIER (Name and Title)

☐

DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

☒

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☒

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☒

DIVISION OF FACILITIES AND SECURITY (Item 10B)

☒

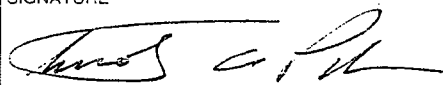

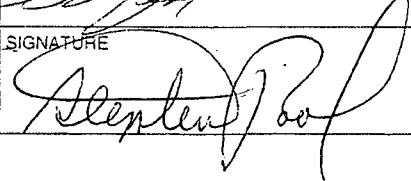
CONTRACTOR (Item 1)

☐

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
Timothy I. Pulliam, Director, DFS/OCFO		4/13/07
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Mark D. Lombard ^{Deputy} Director, DFS/ADM ^{for}		10/31/07
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Mary Lynn Scott, Director, DC/ADM ^{for}		11/27/07

REMARKS