

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 48

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

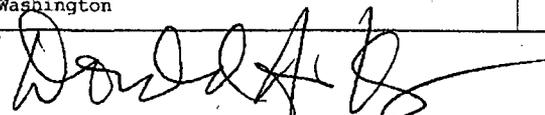
BPA NO.

1. DATE OF ORDER <b>2/5/2008</b>		2. CONTRACT NO. (if any) <b>GS10F0028J GS35F0068J</b>		8. SHIP TO:	
3. ORDER NO. NRC-DR-03-08-063		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Monique B. Williams Mail Stop T-7-I-2 Washington, DC 20555		4. REQUISITION/REFERENCE NO. NRC-03-08-063 11/9/2007		b. STREET ADDRESS	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR PROJECT PERFORMANCE CORPORATION		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1760 OLD MEADOW RD 4TH FL		d. CITY MC LEAN		e. STATE VA	
d. CITY MC LEAN		e. STATE VA		f. ZIP CODE 221024331	
9. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R: 820-15-171-273, J4120, 252A, 31X0200.820, Total Obligation: \$398,668.10		10. REQUISITIONING OFFICE NRR		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT		
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	N/A		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE				
16. DISCOUNT TERMS					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>THE U.S. NUCLEAR REGULATORY COMMISSION HEREBY ACCEPTS PROJECT PERFORMANCE CORPORATION'S OFFER DATED 1/16/2008 TO PROVIDE THE SERVICES DESCRIBED IN THE ATTACHED STATEMENT OF WORK ENTITLED "PROJECT PLAN AND ENTERPRISE PROJECT MANAGEMENT SOLUTION TO SUPPORT REACTIVATING WATTS BAR 2."</p> <p>THIS IS A LABOR HOUR TYPE ORDER WITH A CEILING AMOUNT OF \$398,668.10.</p> <p>THE PERIOD OF PERFORMANCE FOR THE BASE PERIOD SHALL BE 9-MONTHS FROM DATE OF AWARD, WITH A 12-MONTH OPTION PERIOD.</p> <p>THE AMOUNT OF \$398,668.10 IS OBLIGATED AT THE TIME OF AWARD.</p> <p>TASK 1 AND OPTIONAL TASK 2 ARE COVERED UNDER THE BASE PERIOD. OPTIONAL TASKS 3 AND 4 WILL BE COVERED UNDER THE OPTION PERIOD, IF EXERCISED.</p>				See CONTINUATION Page	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2						
	b. STREET ADDRESS (or P.O. Box) Attn: NRC-DR-03-08-063						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$398,668.10		17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) 					23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

## **A.1 PROJECT TITLE**

The title of this project is as follows:

"Project Plan and Enterprise Project Management to Support Reactivation of Watts Bar 2."

## **A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The objective of this Statement of Work is to obtain services to develop an automated planning, scheduling, and tracking solution for the Watts Bar 2 licensing review that will be conducted in accordance with "Part 50" using the existing NRO EPM infrastructure.

## **A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$398,668.10. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$398,668.10. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

## **A.4 PRICE/COST SCHEDULE**

The contractor shall provide technical support services to NRC in accordance with the Statement of Work (see Section A.5) during the period of performance of this delivery order (See Section A.9) at the rates set forth below under GSA Contract No.:GS-35F-0068J.

Base Period: From Date of Award thru 9 months					
Key Personnel	Labor Category	GSA Code	Labor Rate	Estimated Hours	Estimated Price
	Sr. S/W Process Improvement SME	P024	\$		\$ 22,529.00
	Technical Architect	P008	\$		\$ 15,598.00
	Portal Deployment Manager	P031	\$		\$ 88,240.00
	Sr. Portal Engineer	P033	\$		\$ 115,304.00
	IT Specialist	P028	\$		\$ 32,649.00
	Database Developer	P015	\$		\$ 23,445.00
	IT Specialist	P028	\$		\$ 10,883.00
	Database Developer	P015	\$		\$ 11,253.60
	Jr. IT Specialist	P029	\$		\$ 41,650.00
	Database Mgmt Specialist	P018	\$		\$ 36,316.50
TOTAL LABOR FOR TASK 1					\$ 397,868.10
TRAVEL COSTS - Task 1					\$ 800.00
TOTAL PRICE FOR TASK 1					\$ 398,668.10

OPTIONAL TASK 2					
From Date Exercised thru 2 Months					
Key Personnel	Labor Category	GSA Code	Labor Rate	Estimated Hours	Estimated Price
	Sr. S/W Process Improvement SME	P024	\$		\$ 2,252.90
	Technical Architect	P008	\$		\$ 7,799.00
	Portal Deployment Manager	P031	\$		\$ 3,529.60
	Sr. Portal Engineer	P033	\$		\$ 3,294.40
	IT Specialist	P028	\$		\$ 10,883.00
	Database Developer	P015	\$		\$ 4,689.00
	IT Specialist	P028	\$		\$ -
	Database Developer	P015	\$		\$ 2,344.50
	Jr. IT Specialist	P029	\$		\$ -
	Database Mgmt Specialist	P018	\$		\$ 6,272.85
SUBTOTAL LABOR FOR TASK 2					\$ 41,065.25
TRAINING CLASSES:			Estimated Units	Est. Unit Price	Estimated Price
Two-Day Course				\$	\$ 25,000.00
One-Day Course				\$	\$ 12,500.00
SUBTOTAL FOR TRAINING COURSES					\$ 37,500.00
TOTAL PRICE FOR OPTIONAL TASK 2					\$ 78,565.25

OPTIONAL TASK 3					
From Date Exercised thru 5 Months					
Key Personnel	Labor Category	GSA Code	Labor Rate	Estimated Hours	Estimated Price
	Sr. S/W Process Improvement SME	P024	\$		\$ 2,252.90
	Technical Architect	P008	\$		\$ -
	Portal Deployment Manager	P031	\$		\$ 17,648.00
	Sr. Portal Engineer	P033	\$		\$ 32,944.00
	IT Specialist	P028	\$		\$ 13,603.75
	Database Developer	P015	\$		\$ 7,033.50
	IT Specialist	P028	\$		\$ -
	Database Developer	P015	\$		\$ 2,344.50
	Jr. IT Specialist	P029	\$		\$ 17,076.50
	Database Mgmt Specialist	P018	\$		\$ 3,301.50
TOTAL LABOR FOR OPTIONAL TASK 3					\$ 96,204.65
TRAVEL COSTS - TASK 3					\$ 800.00
TOTAL PRICE FOR OPTIONAL TASK 3					\$ 97,004.65

OPTIONAL TASK 4					
From Date Exercised thru 9 Months					
Key Personnel	Labor Category	GSA Code	Labor Rate	Estimated Hours	Estimated Price
	Sr. S/W Process Improvement SME	P024	\$		\$ 2,252.90
	Technical Architect	P008	\$		\$ -
	Portal Deployment Manager	P031	\$		\$ 21,177.60
	Sr. Portal Engineer	P033	\$		\$ 32,944.00
	IT Specialist	P028	\$		\$ 8,162.25
	Database Developer	P015	\$		\$ 3,751.20
	IT Specialist	P028	\$		\$ -
	Database Developer	P015	\$		\$ 2,344.50
	Jr. IT Specialist	P029	\$		\$ 12,911.50
	Database Mgmt Specialist	P018	\$		\$ 1,980.90
TOTAL LABOR FOR TASK 4					\$ 85,524.85
TRAVEL COSTS - Task 4					\$ 800.00
TOTAL PRICE FOR OPTIONAL TASK 4					\$ 86,324.85
<b>TOTAL PRICE FOR BASE PERIOD AND OPTION PERIOD</b>					<b>\$ 660,562.85</b>

Travel Costs (Cost Reimbursable) – The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destinations. The contractor will be reimbursed for actual costs only, with back-up documentation/receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.

## **A.5 STATEMENT OF WORK**

### **1. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation (NRR), Division of Reactor Licensing (DORL), recently received a reactivation application from the Tennessee Valley Authority (TVA) for its Watts Bar 2 nuclear power plant. The licensing action for this power plant was originally initiated in the 1970's, but never completed. That original licensing review followed the statutory requirements of 10 C.F.R. Part 50 ("Part 50"), and the reactivation application is governed by the same "Part 50" requirements. However, since certain parts of the licensing process are already completed, or were completed for Watts Bar 2, the reactivation review will be limited in scope by a baseline review that the NRC is conducting from late 2007 until approximately March 2008 to establish the scope for the outstanding reviews. See **Attachment A** for the most-recent schedule for the licensing review, and **Attachment B** for detailed background information.

### **2. OBJECTIVE**

The overall objective of this Statement of Work is to obtain contractor services to develop an automated planning, scheduling, and tracking solution for the Watts Bar 2 licensing review that will be conducted in accordance with "Part 50" using the existing NRO EPM infrastructure.

The specific objectives of this Statement of Work are the following:

- (1) Deploy the Enterprise Project Management Solution for the NRR staff's use;
- (2) Develop a MS-Project Schedules for the remaining "Part 50" licensing activities for Watts Bar 2, including estimated hours for each task/subtask, and the resources required for the individual subtasks (e.g., skill sets and generic resources initially, but substituting named-resources when such information becomes available);
- (3) Integrate schedules from other stakeholders (e.g., TVA, and NRC's Regional staff responsible for inspections), as such information becomes available;
- (4) Develop Training materials for NRR's technical reviewers (approximately 50-75 staff), Branch Chiefs, Project Managers, and Work Planning Center staff (approximately 35-45 employees).

### **3. SCOPE OF WORK**

The Contractor shall develop a formal deliverable, known as the **Project Plan and Enterprise Project Management Solution for Reactivating Watts Bar 2** which contains final versions of the project schedules and documentation for each of the individual work products that the contractor develops during the course of this project. To this end, the contractor shall perform the following:

- (1) Develop detailed schedules in MS-Project for all licensing activities, moving from a generic sequence of events to more specific schedules as information becomes available, and eventually developing a fully integrated schedule once TVA's schedule and activities are published and once the NRC's Regional staff develop their schedules for conducting inspections; this activity includes incorporating Baseline Safety Evaluation information, as relevant, which the NRC

- Project Managers for Watts Bar 2 compile based upon examining and analyzing the docket;
- (2) Assist Branch staff in Identifying generic resource requirements (planned hours and staff skill sets) for all tasks/subtasks in the detailed project schedules;
  - (3) Incorporate milestones where the TVA schedules may be inter-woven with the NRR staff=s schedules (NRR Technical staff shall be responsible for identifying the inputs based upon material received from TVA during the course of this project), and additional input will be incorporated after the Regional staff develop their inspections schedules;
  - (4) Install the detailed schedules on the NRO EPM infrastructure, once the task dependencies and links are identified;
  - (5) Identify additional custom fields (in addition to the custom fields being used in NRO=s schedules) that may be required for tracking and reporting for reactivating Watts Bar 2;
  - (6) Design and develop management reports (bi-weekly, monthly, quarterly, and forward-looking Planning Reporting) although for some of these reports it is anticipated that the existing NRO report layouts shall be sufficient for NRR=s purposes (all reports to be developed using Crystal Reports);
  - (7) Develop a change management process that allows the NRC management to be pro-active in monitoring changes, such as: schedule changes; level-of-effort changes (either higher or lower than the planned estimated hours); and adjusting NRC staff workload whenever possible if the TVA work deadlines negatively impact the NRC=s ability to meet previously-established schedules;
  - (8) Establish approach and implement method for updating the status of a project task or milestone based on activities completed to-date by evaluating use of milestones (as NRR has done in the past for other licensing-related activities), versus using Aquartiles@ as NRR has determined is the best means of providing status information for new reactor work (e.g., determine what constitutes 25/50/75/100% completion based upon which portions of Standard Review Plan (SRP) must be completed for each task/subtask status to be updated);
  - (9) Prepare recommendations for handling time and labor inputs (from the NRC=s HRMS system) and the appropriate level of detail for tracking hourly expenditures, if there is a need to deviate from the processes being developed for NRO (Note: developing the automated interfaces is not within the scope of this SOW; they will be the responsibility of the NRC=s Maintenance and Operations Contractor, and are currently under development for NRO);
  - (10) Incorporate Aother work@ into the project schedules by either downloading such information from NRR=s current planning and scheduling tool, the Time, Resource and Inventory Management (TRIM) system or by entering Watts Bar 2 workload into TRIM to ensure that employees are accountable for all workload and so that managers can make adjustments when schedule conflicts arise; (See **Attachment C** for TRIM User Guide)
  - (11) Document the Watts Bar 2 Configuration in detail, such that it could be used to re-create the project environment if such becomes necessary due to disaster recovery, or other losses;
  - (12) Develop and document processes and procedures for maintaining and managing the EPM-based Watts Bar 2 schedules;

- (13) Develop two training courses (using NRO=s training program as a baseline), with one course designed for Branch Chiefs and Project Managers who require management-level information, and another course geared toward the Technical Reviewers who provide status input and need to access their workload schedules via Project Web Access (PWA), and deliver one session of each course to ensure the training is effective;
- (14) Incorporate feedback from initial courses, and deliver additional training to approximately 50-75 NRR staffers (*Optional Task 2*)
- (15) Load actual resource in place of the generic resources (this is additional resources correct- since they will load the actual resources when they create the schedule?), modify and maintain the detailed schedules, monitor the change management process, and generate reports for management (*Optional Task 3*)
- (16) Provide Weekly and Monthly status reporting (*Contract Requirement*)

#### **4. WORK REQUIREMENTS**

The final system that the contractor deploys will use the following IT technologies: Microsoft Project, Microsoft Project Server, SharePoint, and Project Web Access. Work on the project will require frequent interactions between the contractor, the Project Manager, and the NRC staff.

The contractor shall follow a quality control plan which outlines the procedures and system the contractor will use for document version control, technical input tracking, change management, and technical and editorial reviews. The contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review and production of each deliverable.

##### **4.1. Task 1 - Develop Project Schedules, Management Controls and Reports, and Deploy EPM Solution**

###### **4.1.1 Subtask 1.1 - Develop Initial Project Schedules**

The contractor shall develop a Work Breakdown Structure (WBS) consisting of the hierarchy of Watts Bar 2 work that aligns with the management direction detailed in the Baseline Safety Evaluation (SE) that the NRC staff will be conducting through late 2007 and ending in approximately March, 2008, and which consists of a reconstitution of review and identification of the remaining scope of work. This activity is reflected in the overall project schedule shown in Appendix A, and the contractor will need to be prepared to start developing a detailed schedule immediately upon receipt of this information, as it will be the initial input to the schedule development activity. Further schedule development will occur as information becomes available through interviews and other communications, but the initial schedule development will be most heavily influenced by this NRC technical product, and there is very little time in the schedule to incorporate information from the Baseline SE. Therefore, the contractor should use any up-front time for generic-type activities, such as establishing the WBS levels, identifying custom fields, etc.

The contractor shall develop the Watts Bar 2 schedule using a structured approach such as the following:

- Develop Schedule with List of Tasks and Subtasks using MS-Project - describe the technical work required to execute the project (using 10 CFR Part 50, and available input from the NRC=s SE) down to at least 3 levels of the WBS, (or more, if appropriate), and identify durations for each task/subtask;
- Develop TAC Structure - identify which tasks/subtasks require TAC identifiers, and develop this information within the schedules;
- Create NRR Resource Pool - using data provided by NRR from the existing NRC databases, such as RPS and HRMS, populate the Resource pool for Watts Bar 2 users;
- Develop Schedule Characteristics - identify key project dependencies, constraints, durations, resources, sequencing, and milestones;
- Develop Resource Requirements - document the resources required for each task/subtask and estimated level of effort the timing of the resources necessary to execute the project by initially identify generic resources by Branch and skill set;
- Identify MS-Project Users and Roles and Responsibilities for each User that aligns with their role in the program - determine all of the users for Watts Bar 2, and whether their permissions will be the same or different from those in use by NRO or if additional roles are required for NRR staff, which may require answering questions such as AIs the role of a Technical Reviewer the same?@ AIs a Branch Chief performing the same functions?@ and AAre there other roles that have not been previously defined by NRO?@
- Develop Integrated Stakeholder Baseline - integrate schedules from stakeholders such as TVA and the NRC Regional staff (as appropriate); and
- Refine Schedules - incorporate improvements to schedules as information becomes available, (e.g., as NRC staff refine the SE).

The schedule shall be developed using Microsoft Project 2007 software that allows resource loading of activities, conducting critical path analysis and statusing the progress of the scheduled activities.

Contractor shall also identify any unique features that may need to be incorporated into the NRO EPM implementation, and develop a proposed implementation plan for NRC=s technical review and consideration. This may also require the contractor to meet with other NRC contractors, e.g., Microsoft contractors, and NRC staff in the OIS Infrastructure Branch and the NRO Technical staff.

#### **4.1.2 Subtask 1.2 - Develop Initial Project Management Controls**

The contractor shall identify a rigorous change control process (e.g., thresholds, approval authority) to prepare, review, approve and incorporate change proposals (e.g. to schedule, level of effort, and staff assignments) in to the project schedules. This shall include the steps and approval process for maintaining control over workload assignments and other process control issues such as capturing statistics relating to percentage complete. In addition, the change management process must be flexible enough to adjust the NRC staff workload whenever possible if the TVA work deadlines negatively impact the NRC=s ability to meet previously-established schedules.

Project Management controls must also address a method for **stating** a project based on activities completed to-date by evaluating milestones and progress towards completing each milestone. This is consistent with previous NRR approach to project management methodology, but differs from that being used by NRO. Therefore, the contractor must bridge the gap between the two systems to ensure that NRR=s unique requirements are met in EPM.

NRR envisions using a **form** to request changes, which serves as a documentation trail and approval form as well. There will be different levels of approval, just as there are different reasons for changes; some may be due to illness, or lack of resources, etc. However, NRR management wishes to encourage respectful change request submissions, and therefore will not permit changes to anything due within two weeks of the change request, and will allow additional time commensurate with the time remaining on the task, as long as the change request is submitted earlier than two weeks before the due date, and there is no impact on the critical path or TVA; otherwise, the change needs to be **flagged** within an exception report, for appropriate management attention. (I=m not sure if we will deny requests that affect the critical path or major milestones within the project as the task will still need to be completed, and will show up on an exceptions report that the task is overdue).. To the extent possible, process time should be minimal, and changes should be available for approval very quickly.

#### **4.1.3 Subtask 1.3 - Develop Initial Reports and Views in EPM**

The contractor shall develop custom reports for Watts Bar 2 that provide information such as that shown in the following representative reports:

**Bi-weekly Action Items Report:** All Action Items Due in Next Two Weeks - this report shall reflect upcoming tasks/subtasks/milestones that are due two weeks from the date the report is produced, and will include all information pertinent to the action items listed.

**Bi-Weekly Leadership Management Report:** Exception Report Showing All Items In Excess of 50% of Budget or Schedule But Not 50% Complete - This report will list the tasks/activities/milestones where the staff have expended resources beyond 50% of those allocated, but have not accomplished 50% of the task requirements. This report is expected to be produced on a bi-weekly basis to show management where to focus attention as there is a risk of missing a scheduled deadline, and possibly impacting the critical path of the entire project. Ideally, this report will be very small, as most tasks will not be represented on this report; but this type of an exception report is invaluable for NRC managers by empowering them with the tools required to influence project completion on schedule and within budget.

**Monthly Senior Executive Management Report:** Exception Report Showing All Items In Excess of 75% of Budget/Schedule but not 75% Complete - This report is very similar to the Bi-Weekly Leadership Risk Management Report, except that the threshold for reporting is higher, and this report is limited to only the most senior managers (e.g., Office Directors, and Watts Bar 2 Project Managers). Where applicable, the contractor shall develop **metrics** such as number of days that a task is late, or number of times that there have been requests for changes to the schedule within 5 days of the due date, and other metrics that the users may identify.

The NRC intends to provide a report to the Commission every six months that is a compilation of other reports. If there is data required for this report that is identified during development of the aforementioned reports, the contractor shall include such data in the appropriate report and in the data structure.

The contractor shall identify data requirements for each type of custom report, and develop a traceability matrix identifying the database fields for each report element, breaking out the requirements that can be satisfied with *Views* versus *Reports* and the reporting frequency. NRO's existing reports and views should be the baseline for this work, with the contractor utilizing the existing features to the maximum extent possible.

The contractor shall deploy all out-of-the-box *Views* and *Reports* that are available within EPM by populating them with Watts Bar 2 data and make these reports available to users via the PWA. This should be a fairly straightforward activity that merely replicates the work done in NRO, and utilizes the COTS capabilities.

The contractor shall document all reports developed for the program, and report characteristics, including but not limited to: frequency of reports, user community, report generation instructions, instructions for interpreting progress reports, and report tools such as *Flags* or other early warning signs.

#### **4.1.4 Subtask 1.4 - Develop Training Materials, and Initial User Guides and Other Documentation**

Contractor shall develop initial training materials, desktop user guides, and other documentation necessary to ensure the NRC staff can operate and maintain the EPM solution for Watts Bar 2, as well as re-deploy the system in the case of disaster recovery. The contractor shall be provided copies of the existing NRO training materials as government-furnished equipment, but these will need to be customized for NRR's work. The contractor will be provided with existing NRO user guides and other documentation, whenever such is available for release, so that these may be used as a baseline for developing materials for NRR's staff. However, there are unique differences between NRO's work requirements and NRR's work requirements, so there may be a significant amount of tailoring required, and the contractor should anticipate such a workload. A significant portion of the desktop user guide should be geared to the staff in the Work Planning Center who will be responsible for maintaining and operating the EPM solution during its operational life, and have primary responsibility for ensuring the data is accurate and maintainable. WPC staff will be involved throughout this project, but there may be new staff members who join WPC and have no knowledge of EPM, so it is important to make sure there are easy learning features, such as *Screen Shots* and quick reference guides.

As a part of the initial training materials development, the contractor shall deliver one course of each of the types of training as a trial course to determine the effectiveness of the course, and focus on soliciting feedback and suggestions for improving the courses so that when they are delivered to a wider audience, there is a higher success rate and cultural acceptance of the new means of planning and scheduling work in NRR. There are two audiences that the contractor should train. One audience is the Branch Chiefs and Project Managers who require management-level information, and the other audience is Technical Reviewers. The training that is developed for the Technical Reviewers should focus on ensuring they can maintain

status information and have a clear understanding of upcoming assignments. The training that is developed for Branch Chiefs and Project Managers should focus on management aspects such as workload management, and management reporting. There will be no more than 10 trainees in each course, and the contractor shall incorporate all feedback received during these initial training sessions into the Training Materials before these materials are delivered to the NRC.

#### **4.1.5 Subtask 1.5 - Deploy Initial EPM Solution**

The contractor shall deploy an initial EPM solution that incorporates the initial project schedules developed in Subtask 1.1, the initial project management controls, the initial reports and views, and the additional features described below:

- (1) SharePoint Portal for Watts Bar 2 for project-based communications;
- (2) Time and labor inputs from NRC=s HRMS system; and
- (3) Staff=s other work (non-Watts Bar 2 work) that is captured elsewhere (e.g., TRIM).

SharePoint - This an additional component in the EPM solution which has not been used heavily by the NRC in the past, but it is envisioned that SharePoint can provide a much-needed communication tool for this project. Therefore, the contractor shall establish a SharePoint portal web site for Watts Bar 2 and include user instructions in the appropriate training and desktop user manuals.

Time and labor inputs from NRC=s HRMS system - The contractor shall prepare recommendations for handling time and labor inputs (from the NRC=s HRMS system) and the appropriate level of detail for tracking hourly expenditures, if there is a need to deviate from the processes being developed for NRO (Note: developing the automated interfaces is not within the scope of this SOW; they will be the responsibility of the NRC=s Maintenance and Operations Contractor, and are currently under development for NRO).

Staff=s other work (non-Watts Bar 2 work) that is captured elsewhere (e.g., TRIM) - The contractor shall incorporate Aother work@ into the project schedules by either downloading such information from NRR=s current planning and scheduling tool, the Time, Resource and Inventory Management (TRIM) system (or other systems, such as the Division Planning Representatives Database), or by entering Watts Bar 2 workload into TRIM. The objective is to ensure that employees are accountable for all workload and do not sacrifice other work for operating reactors by being assigned to Watts Bar 2 activities at the same time, and also to ensure that managers can make adjustments when schedule conflicts arise. Without a complete view of all of the work for which an employee is responsible, it is impossible to perform accurate planning and schedule.

#### **4.1.6 Subtask 1.6 - Final Project Schedules (Representing Refinements to Subtask 1.1)**

The contractor shall incorporate refinements identified by the NRC staff, and provide a final version of the project schedules developed in Subtask 1.1. The refinements that will be identified include refinements to schedules, durations, resources, links, constraints, etc. The

purpose of this task is to allow the contractor to develop schedules in an iterative manner, with continuous improvement and refinements, as more information becomes available over the course of this tasking. The Final Project Schedules should be Integrated Project Schedules with inputs from TVA, and the Regional NRC Offices, as appropriate. In addition, contractor shall load FTE named-resources into the project schedules based upon information received from NRC Project Managers and/or Branch Chiefs. The Final Project Schedules must be baselined and installed on the NRC=s servers.

**4.1.7 Subtask 1.7 - Final Project Management Controls**  
(Representing Refinements to Subtask 1.2)

The contractor shall incorporate refinements identified by the NRC staff, and provide a final version of the Project Management Controls developed in Subtask 1.2. In addition, refinements should incorporate lessons learned from implementing the initial version.

**4.1.8 Subtask 1.8 - Final Reports and Views in EPM**  
(Representing Refinements to Subtask 1.3)

The contractor shall incorporate refinements identified by the NRC staff, and provide a final version of the Reports and Views in EPM developed in Subtask 1.3. Changes required may be the result of management feedback on the Initial Reports, or other sources, and Project Managers requirements if the Initial Reports did not satisfy their requirements. In addition, the Senior Manager for Watts Bar 2 desires to have a view of upcoming deliverables be the first screen on the desktop of every NRC staff member who is involved in this review, which may require the contractor to modify existing views or develop a custom view before the reports and views are considered final in EPM.

**4.1.9 Subtask 1.9 - Final User Guides and Other Documentation**  
(Representing Refinements to Subtask 1.4)

The contractor shall incorporate refinements identified by the NRC staff and provide a final version of the Training Materials, Desktop User Guides, and other Documentation developed in Subtask 1.4. The contractor shall incorporate feedback from NRC staff attending the initial training courses. Other sources of refinement may be user feedback after users have adequate time to assess the usefulness of the guides provided, or staff in the Work Planning Center who have received Help Desk calls for assistance. Additionally, the contractor shall incorporate all changes made to the EPM solution since developing the Initial Documentation in Subtask 1.4.

**4.1.10 Subtask 1.10 - Deploy Final EPM Solution**  
(Representing Refinements to Subtask 1.5)

The contractor shall incorporate all refinements identified by the NRC staff, and deploy a final version of the EPM Solution developed in Subtask 1.5. This is part of an iterative development process, and the contractor shall include

**4.1.11 Subtask 1.11 - Final Report: Project Plan and Enterprise Management Solution for Reactivating Watts Bar 2**  
(Representing All Final Deliverables, Lessons Learned, and Recommendations for Continuous Improvement)

The contractor shall incorporate all refinements identified by the NRC staff, and prepare a final report based upon the initial Project Plan and Enterprise Management Solution for Reactivating Watts Bar 2 developed in Subtask 1.5. The contractor shall include all final deliverables, as well as lessons learned, and recommendations for continuous improvement. This final report will provide a starting point for Optional Task 3, if the NRC exercises that option.

#### 4.2 Deliverables and Schedule for Task 1

The contractor shall deliver all Documentation in the form of formal written reports, and appropriate accompanying electronic files, including printed copies of the automated schedules as well as detailed instructions for accessing and manipulating the automated plans and schedules. Work will commence immediately upon issuance of the delivery order award, and clearance processing.

The contractor shall attend a kick-off meeting with NRC staff within 5 working days of award of the task order, or as otherwise directed by the NRC TM. The purpose of the initial meeting is to discuss and finalize the draft, initial project plan provided in response to the request for proposal. The NRC TM and contractor PM shall establish the elements of the final project plan, inclusive of deliverables, schedules, staffing, and shall discuss expectations and objectives of the project. The contractor staff shall perform the order in accordance with the final project plan approved by the NRC TM. A copy of the contractor's draft Project Plan shall be delivered in hard copy to the NRC TM and PM within 15 days following the project kickoff meeting and a final project plan with NRC comments incorporated within 15 days for incorporation into the contract.

<b>Contract Award</b>	<b>Project Start (PS)</b>
Project Kickoff Meeting	PS + 5 Days
Draft Contractor Project Plan (representing Refined Project Approach)	PS + 15 Days
Final Contractor Project Plan (representing Refined Project Approach with NRC input)	PS + 30 Days
Subtask 1.1 - Develop Initial Project Schedules	No later than May 30, 2008
Subtask 1.2 - Develop Initial Project Management Controls	No Later than May 30, 2008
Subtask 1.3 - Develop Initial Reports and Views in EPM	No Later than May 30, 2008
Subtask 1.4 - Develop Training Materials, and Initial User Guides and Other Documentation	No Later than June 30, 2008

Subtask 1.5 - Deploy Initial EPM Solution	No Later than May 30, 2008
Subtask 1.6 - Final Project Schedules (Representing Refinements to Subtask 1.1)	PS + 9 Months
Subtask 1.7 - Final Project Management Controls (Representing Refinements to Subtask 1.2)	PS + 6 Months
Subtask 1.8 - Final Reports and Views in EPM (Representing Refinements to Subtask 1.3)	PS + 8 Months
Subtask 1.9 - Final Training Materials, User Guides and Other Documentation (Representing Refinements to Subtask 1.4)	PS + 7 Months
Subtask 1.10 - Deploy Final EPM Solution (Representing Refinements to Subtask 1.5)	PS + 8 Months
Subtask 1.11 - Final Report: Project Plan and Enterprise Management Solution for Reactivating Watts Bar 2 (Representing All Final Deliverables,	PS + 9 Months
Minutes from Meetings, as requested	Due 5 days after meeting
Weekly Activity Reports and Meetings	Submitted Wednesday COB for Review Prior to a Weekly Thursday Project Meeting
Monthly Letter Status Reporting	20 <sup>th</sup> of Each Month

#### 4.3 Level of Effort for Task 1

The NRC=s estimate of the total effort for this task across the entire period of performance for Task 1 is approximately 3,220 professional staff hours. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan or cost estimate. For the purposes of the Government estimate, 2,000 hours constitute a staff year.

#### 4.4 Optional Task 2 - Refine and Deliver Training Courses to NRC Staff

##### 4.4.1 Subtask 2.1 - Revise Training Course Materials

The contractor shall update the Training materials developed in Subtask 1.4 to reflect changes made to the Final EPM Solution since they were initially developed for the Initial EPM Solution, and there may be minor modifications that need to be incorporated (depending upon the timing of the government=s decision to exercise this option). If the government authorizes this optional task before the contractor completes Subtask 1.9, then the changes should reflect the current

state of the EPM Solution, as of the date of training. This is necessary because the NRC may not exercise this option before the Final EPM Solution is Deployed, to ensure that all staff members are adequately trained for that deployment. Hence, it may be necessary for the contractor to incorporate features that are not finalized but expected in the final deployment. The emphasis is on covering as much training material as possible to ensure staff are adequately prepared to do their jobs, and not on ensuring that every single screen shot is completely accurate, as this is an evolving system which will change even after the final deployment. Therefore, the contractor shall incorporate AEPM concepts as well as NRR-specific aspects into the Watts Bar 2 training materials.

The contractor shall update the Training materials and its delivery to accommodate all EPM project schedule development, e.g. Watts Bar Two, Power Uprates, License Renewal.

**4.4.2 Subtask 2.2 - Deliver Training Courses**

The contractor shall deliver up to 5 sessions of each course, for up to 15 trainees, and shall price this option in such a way that the NRC can order each session as required, up to a maximum of 10 training sessions. The contractor shall conduct training at the NRC's Professional Development Center in Bethesda, Maryland, and the contractor shall provide copies of training materials for all trainees.

**4.5 Deliverables and Schedule for Optional Task 2**

Work will commence immediately upon the government authorizing this Optional Task 2.

<b>Government Exercises Optional Task 2</b>	<b>Project Start</b>
Task Two Kickoff Meeting	PS + 5 Days
Update Project Management Plan for Task 2	PS + 30 Days
Subtask 2.1 - Revise Training Course Materials	PS + 60 Days
Subtask 2.2 - Deliver Training Courses (up to 10 Courses / up to 5 of each Course developed in Subtask 1.4)	As requested by NRR during the period of performance
Minutes from Meetings	Due 5 days after meeting
Weekly Activity Reports and Meetings	Submitted Wednesday COB for Review Prior to a Weekly Thursday Project Meeting
Monthly Letter Status Reporting	20 <sup>th</sup> of Each Month

#### **4.6 Level of Effort for Optional Task 2**

The NRC=s estimate of the total effort for this task across the entire period of performance for Task 2 is a per-course cost for Subtask 2.2 (that includes the labor costs associated with teaching each course), plus approximately 370 professional staff hours for Subtask 2.1. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan or cost estimate. For the purposes of the Government estimate, 2,000 hours constitute a staff year.

#### **4.7 Optional Task 3 - Enhance and Maintain Project Plan and Enterprise Project Management Solution for Reactivating Watts Bar 2**

##### **4.7.1 Subtask 3.1 - Recommendations for Improvement and Quarterly Refinements to the Project Plan and EPM Solution**

The contractor shall refine and improve the Project Plan, and incorporate these refinements into the Enterprise Project Management Solution for Reactivating Watts Bar 2 developed during Task 1 of this SOW. The contractor shall develop recommendations for improvements as the first step in this task; with such recommendations being the result of interviews with NRC staff combined with Lessons Learned from the NRC=s ongoing experience in deploying EPM for NRO and NRR use.

Continuous improvements are expected during this Task. Therefore, the contractor shall perform quarterly reviews and recommend refinements each quarter during the performance of this yearlong task. A critical component of the contractor=s recommendations is a criticality assessment and an hours estimate for each improvement. Using this information, the NRC Project Manager shall determine the refinements, improvements, and enhancements to be completed, and direct the contractor to perform those improvements which the Project Manager deems to be of highest importance to the NRC. The sum total of all work performed, shall not exceed the hours which the contractor bid for this Optional Task.

All changes to the IT infrastructure shall be documented as updates to previous deliverables developed during Task One, and the contractor shall provide updated copies by providing updated information in the same form and format as required for Task One. During this task, the contractor will maintain Microsoft Project Server and provide consultation/support on the models on an as-needed basis.

##### **4.7.2 Subtask 3.2 - Maintain the EPM Solution**

The contractor shall maintain the EPM Solution by incorporating changes to FTE named-resources that are assigned tasks, and performing other changes necessary to ensure the system is constantly maintained and operational. One example of a change that may be required to maintain the system is generating special budget reports with Crystal Reports software to display the total number of FTE utilized for tasks or by branch, and analyzing planned vs. actual FTE utilization numbers to identify where adjustments are required. Other changes that may be required relate to the Resource Pool which requires constant maintenance, and the schedules may need to be adjusted during this maintenance task. This task will require frequent interactions with NRC staff, and the contractor is encouraged to

provide recommendations for maintenance based upon their experience with other deployments of EPM.

#### 4.8 Deliverables and Schedule for Optional Task 3

Revised reports and documentation developed during this optional task will follow the same form and format of the original materials developed during Task 1 and incorporating the enhancements and improvements developed during the course of this Optional Task. Work will commence immediately upon the government exercising this Optional Task 3.

<b>Government Exercises Optional Task 3</b>	<b>Project Start</b>
Task Three Kickoff Meeting	PS + 5 Days
Update Project Management Plan for Task 3	PS + 30 Days
Subtask 3.1 - Recommendations for Improvement and Quarterly Refinements to the Project Plan and EPM Solution	Every 3 months
Subtask 3.2 - Maintain the EPM Solution	Ongoing
Minutes from Meetings	Due 5 days after meeting
Weekly Activity Reports and Meetings	Submitted Wednesday COB for Review Prior to a Weekly Thursday Project Meeting
Monthly Letter Status Reporting	20 <sup>th</sup> of Each Month

#### 4.9 Level of Effort for Optional Task 3

The NRC=s estimate of the total effort for this task across the entire period of performance for Task 3 is approximately 790 professional staff hours. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan or cost estimate. For the purposes of the Government estimate, 2,000 hours constitute a staff year.

#### 4.10 Optional Task 4 – Development of High Priority Process Schedules in EPM

##### 4.10.1 Subtask 4.1 – Schedule Migration

Task 4 may be exercised after March 31, 2008 and may run concurrently with Task 1.

Using existing NRC process workflows, milestone schedules, and documentation, the contractor shall create Microsoft Project schedules in EPM for three processes. These schedules shall include the milestones, activities and deliverables as defined in the existing process documentation.

If the government authorizes this optional task 4, the contractor shall develop project schedules for the following processes listed in order of priority. The contractor shall commence the effort for the first process immediately upon exercise of the optional task. The contractor shall commence effort on each subsequent process within 60 days of written notice from the NRC PO.

1. Operating Reactor Licensing Actions - Power Uprates
2. Operator License Renewal
3. Additional process from list (to be identified by NRC PO)

The NRC will identify the one additional process from the list of the processes shown in Attachment F for the development of an EPM project schedule. The contractor shall review EPM schedule deliverables with NRC subject matter experts (SME) to confirm the accuracy of the conversion prior to a schedule deemed a final deliverable. The projects controls and reporting shall be specific to the process or processes the NRC has selected for conversion. The contractor shall provide project management controls and reporting which are consistent with the controls and reporting defined in Task 1.

All changes to the IT infrastructure shall be documented as updates to previous deliverables developed during Task One, and the contractor shall provide updated copies by providing updated information in the same form and format as required for Task One. During this task, the contractor will maintain Microsoft Project Server and provide consultation/support on the models on an as-needed basis.

#### 4.11 Deliverables and Schedule for Optional Task 4

Work will commence immediately upon the government authorizing this Optional Task 4.

Government Exercises Optional Task 4	Project Start (PS)
Task Kickoff Meeting	PS + 5 Days
Update Project Management Plan for Task 4	PS + 30 Days
Subtask 4.1 – EPM Schedule Migration. 1. Operating Reactor Licensing Actions - Power Uprates  Contractor notified of which process to start work 60 days within completion of Power Uprates schedule  2. Operator License Renewal	PS + 35 Days – draft schedule delivered PS + 40 Days – Schedule Review with NRC PS + 65 Days – final schedule delivered  Notification + 35 Days – draft schedule delivered Notification + 40 Days – Schedule Review with NRC Notification + 55 Days – final schedule

<b>Government Exercises Optional Task 4</b>	<b>Project Start (PS)</b>
Contractor notified of which process to start work 60 days within completion of Operator License Renewal schedule  3. Process three	Notification + 25 Days – draft schedule delivered Notification + 30 Days – Schedule Review with NRC Notification + 40 Days – final schedule delivered
Minutes from Meetings	Due 5 days after meeting
Weekly Activity Reports and Meetings	Submitted Wednesday COB for Review Prior to a Weekly Thursday Project Meeting
Monthly Letter Status Reporting	20 <sup>th</sup> of Each Month

#### 4.12 Level of Effort for Optional Task 4

The NRC=s estimate of the total effort for this task across the entire period of performance for Task 4 is **655 hours**. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan or cost estimate. For the purposes of the Government estimate, 2,000 hours constitute a staff year.

#### 4.13 Performance Requirements

The deliverables required under this effort must conform to the standards contained, or referenced, in the statement of work. The Performance Requirement Summary which follows outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to this effort.

#### Performance Requirements Summary

<b>Performance Requirement and Deliverables</b>	<b>Standard</b>	<b>Method of Review</b>	<b>Incentives/ Deduction</b>
<b>Task 1</b>  - Initial Project Schedules (subtask 1.1, 1.2 and 1.3)	Initial Project Schedules must address all requirements identified in the SOW	Technical Monitor or designee will inspect	Full payment (in accordance with ' 8.7 Billing Instructions) for 100% compliance

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/ Deduction
<p>- Initial EPM Solution (Subtask 1.5)</p> <p>- Deploy Final EPM Solution (Subtask 1.10)</p> <p>- Final Report (Subtask 1.11) Project Plan and Enterprise Management Solution for Reactivating Watts Bar 2</p>	<p>and be delivered on schedule</p> <p>Initial EPM Solution must comply with all requirements identified in the SOW</p> <p>Final EPM Solution must comply with all requirements identified in the SOW</p> <p>Final Report must comply with all requirements identified in the SOW</p>	<p>Technical Monitor or designee will inspect</p> <p>Technical Monitor or designee will inspect</p> <p>Technical Monitor or designee will inspect</p>	<p>A deduction of \$100 will be taken for each day beyond May 30, 2008 that the Rev 0 Schedule is delivered late.</p> <p>Full payment for 100% compliance</p> <p>A deduction of \$100 will be taken for each day beyond May 30, 2008 that the Rev 0 EPM Deployment is late.</p> <p>Full payment for 100% compliance</p> <p>A deduction of \$100 will be taken for each day beyond PS + 8 months that the Final EPM Deployed Solution is late.</p> <p>Full payment for 100% compliance</p> <p>A deduction of \$100 will be taken for each day beyond PS + 9 months that the Final Report is late.</p>
<p><b>Task 2</b> (Subtask 2.1 and 2.2) - Delivery of Training</p>	<p>90 % of Training evaluations must meet attendee expectations</p>	<p>Technical Monitor or designee will review evaluations</p>	<p>Full payment for 100% compliance. If not a 2% deduction in the price for the Delivery of Training if the NRC Technical Monitor determines the evaluations from the attendees are not at an acceptable level of 90%.</p>
<p><b>Task 3</b></p>	<p>Enhanced Project Plan must address all</p>		

<b>Performance Requirement and Deliverables</b>	<b>Standard</b>	<b>Method of Review</b>	<b>Incentives/ Deduction</b>
Quarterly refinements to the Project Plan and EPM Solution - Delivery of Training (Subtask 3.1)	requirements identified in the SOW and be delivered on schedule	Technical Monitor or designee will review evaluations	Full payment for 100% compliance. If not a deduction of \$100 if the reports are not submitted on the quarterly due date as indicated in the deliverable schedule.
<b>Task 4</b> - Process schedules in EPM Solution	Initial Project Schedules must address all requirements identified in the SOW and be delivered on schedule	Technical Monitor or designee will inspect	Full payment (in accordance with 8.7 Billing Instructions) for 100% compliance  A deduction of \$100 will be taken for each day beyond PS + 280 days.

## **5. ORDER TERMS, CONDITIONS, AND REQUIREMENTS**

### **5.1 Performance Requirements**

The deliverables required under this order must conform to the standards contained, or referenced, in the statement of work. All written deliverables required under this order must be delivered to the NRC in electronic format (Word) and ADOBE Acrobat Portable Document Format (PDF); and all schedules must be developed in MS-Project 2007. At the same time, the contractor shall provide 3 printed copies of each deliverable. The contractor shall deliver draft versions of all deliverables required under this order, and directions for using any Microsoft Server Enterprise files on the NRC infrastructure, if applicable.

### **5.2 Place of Performance**

Place of performance shall be divided, as appropriate for the work underway, between the contractor's work site and the NRC. For example, the contractor may be required to work on-site at the NRC Headquarters for extended periods of time in order to conduct interviews with NRC staff, access the IT infrastructure, and develop models with input from NRC staff, but contractor staff may perform work at their contractor site when such work entails preparing deliverables, and similar non-technical tasks. However, due to the technical nature of the work being performed, the NRC has limited accessibility outside the Headquarters facility, which requires the contractor to be at Headquarters in order to ensure appropriate access, especially

to the Microsoft Project Server Environment. In addition, the contractor will need to interact with government personnel on a regular basis, and this can best be accomplished with the contractor on-site. (Please see Section 5.7 for Security Requirements)

## **TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

The contractor shall provide an appropriate number of qualified staff performing this effort. There is a requirement to obtain individuals who possess two different types of technical expertise. The first requirement is that at least one of the personnel assigned to this effort shall be knowledgeable and experienced in planning and scheduling complex engineering projects such as Watts Bar 2; and the second requirement is for an expert in the application of Microsoft Project Enterprise (MS-Project, MS-Project Server, SharePoint, and Project Web Access) to develop the program modifications to the existing EPM deployment. For each of these technical areas, the proposed personnel are required to have expert-level qualifications as demonstrated either through professional certifications/education, or experience that is beyond the level of a normal working professional. In addition, prior experience with EPM projects such as this one is preferred.

It is the responsibility of the contractor to assign technical staff, subcontractors, or specialists who have the required expert qualifications to those areas of this Statement of Work (SOW) where their educational background, experience, or combination thereof is most appropriate. The NRC will rely on representations made by the contractor concerning the qualifications of personnel assigned to this task order including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful.

After award, if any work will be subcontracted or performed by consultants, the contractor shall obtain written approval from the NRC Project Manager (PM) of the subcontractor or consultant before initiating any subcontract for any adjustments made subsequent to contract award. Conflict of interest considerations shall apply to any subcontracted effort.

### **5.4 Travel and Meetings**

Travel includes local travel only.

Up to two contractor employees will attend approximately 40 scoping meetings and working visits to the NRC to develop the project plan and implement the IT infrastructure requirements. NRC may also visit contractor facilities periodically for interface meetings. It is expected that travel is local only, however Video/conference calls may also be used. The same number of scoping meetings and working visits are required to support the work requirements in Optional Task 3.

## **A.6 DELIVERY SCHEDULE**

## Reporting Requirements

**1. Weekly Activity Reports and Meetings:** The contractor shall provide Weekly Activity Reports and conduct a status meeting that covers accomplishments, work planned, action items, risks, and includes any exceptions or changes to the existing plans, as well as resource information such as hours expended by task/employee and cumulative costs for actual work performed. The weekly report will be delivered by Wednesday COB for review prior to a weekly Thursday Project Meeting. This meeting is the contractor's opportunity to review the status report, and to cover management issues and any technical issues that would impact schedule, cost, or project success. The contractor and the NRC may opt to conduct these weekly meetings as teleconferences, and when that format is chosen, the contractor shall have key personnel available during the course of these meetings.

**2. Monthly Letter Status Reporting:**

The contractor shall provide a Monthly Letter Status Report (MLSR) by the 20th of each month. The report shall provide the technical and financial status of the effort. The contractor shall transmit the report electronically (by e-mail) to the Sally Adams, NRC PM (saa2@nrc.gov), Pat Smith, NRC Technical Monitor (TM) (mps2@nrc.gov), and Gary Tharpe, PMDA (gat1@nrc.gov). The Contractor shall provide a hard copy of the report to the NRC PM, Sally Adams, Mail Stop **O13E19**, NRC TM-Pat Smith, Mail Stop **O13E19**, and the Contracting Officer, Mail Stop T-712. See **Appendix E** for format and content of the MLSR. A total of the month ending (or billing cycle) costs shall be provided by e-mail to the NRC PM no later than the 15th of the month.

The technical status section of the report shall contain a summary of the work performed under each task order during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total award amount and funds obligated to date; total costs incurred in the reporting period, broken down by direct and indirect costs, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract/task order. Additionally, the report shall address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The report should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

## **TASK ORDER TERMS AND CONDITIONS**

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### **A.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 9 months from date of award. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### **A.8 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)**

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

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

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

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

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or

neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

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

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

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

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

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

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

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

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

(h) Interim payments on contracts for other than services.

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

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

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

## **A.9 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on February 5, 2008 and will expire on November 8, 2008. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 12 months.

## **A.10 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 the period of performance of the contract; 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 two years.

## **A.11 OPTION PERIODS – TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

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

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

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable).

Failure to provide this documentation may result in the Offeror=s proposal being found unacceptable.

(End of Clause)

## **A.12 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)**

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall 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 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of arcotics 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 pre-screening signed record or review shall 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 building 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 Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance 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.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot

be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

(End of Clause)

### **A.13 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 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 favorably 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 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 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 favorably 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.

(End of Clause)

#### **A.14 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JULY 2007)**

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

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

#### **A.15 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](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.

**A.16 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST  
(JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

#### **A.17 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

- Senior IT (EPM) Specialist, [REDACTED]
- Senior Technical Specialist - [REDACTED]

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.

**A.18 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Sally Adams  
Saa2@nrc.gov

Address: U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop 12E5  
Washington, DC 20555

Telephone Number: 301-415-0209

The NRC Technical Monitor for this contract is:

Name: Sophonia Simms  
Address: U.S. Nuclear Regulatory Commission  
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The Technical Monitor may issue technical instructions from time to time during the duration of this delivery order. Technical instructions must be within the general statement of work contained in the delivery order and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance.

Any modifications to the statement of work, cost, or period of performance of this delivery order must be issued by the Contracting Officer and will be coordinated by the Project Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

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

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

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

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

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

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

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

(7) For contracts for the design, development, maintenance or operation 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.

#### **A.19 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

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

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

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

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

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

#### **A.20 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.

## **CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

1. Fixed Price Billing Instructions; and
2. NRC Form 187, Contract Security and/or Classification Requirements