

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 39

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

BPA NO.

1. DATE OF ORDER APR 29 2008	2. CONTRACT NO. (If any) GS06F0396Z	6. SHIP TO:	
3. ORDER NO. NRC-DR-03-08-066	4. REQUISITION/REFERENCE NO. NRC-03-08-066 12/26/2007	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		b. STREET ADDRESS Attn: Sally Adams, (301) 415-0209 Mail Stop 012E5 11555 Rockville Pike	
7. TO:		c. CITY Rockville	d. STATE MD
		e. ZIP CODE 20852	
		f. SHIP VIA	

NAME OF CONTRACTOR ULTRA-NET, LLC		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 2750 KILLARNEY DR 207-C		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WOODBRIDGE	e. STATE VA	f. ZIP CODE 221924124	
9. ACCOUNTING AND APPROPRIATION DATA 820-15-111-160, J-4135, 252A, 31X0200.820 Amount Obligated: \$210,184.00		10. REQUISITIONING OFFICE NRR NRR/PMDA/PFMB/CM	

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 SMALLBUSINESS	
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)
a. INSPECTION	b. ACCEPTANCE		See Block No. 14
			16. DISCOUNT TERMS Net 30

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 Ultra-Net, LLC offer dated February 19, 2008 to provide the services described in the attached Statement of Work entitled, "Reactor Program System (RPS) Independent Evaluation and Assessment."</p> <p>This is a labor hour type order with a ceiling of \$210,184.</p> <p>The period of Performance is April 2, 2008 to April 1, 2010.</p> <p>NRC Project Officer: Sally Adams (301) 415-0209 NRC Technical Monitor: Gary Young (301) 415-6817</p> <p>CONTRACTOR DUNS No.: 137571720</p>					

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, MS T-7-I-2					
	b. STREET ADDRESS (or P.O. Box) Attn: (NRC-DR-03-08-066)					
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20555		17(i) GRAND TOTAL	
\$210,184.00						

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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A.1 PROJECT TITLE

The title of this project is as follows:

“Reactor Program System (RPS) Independent Evaluation and Assessment.”

A.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) The Reactor Program System (RPS) is the primary business application that provides NRR Personnel with the capability to plan, schedule, execute, report, and analyze inspection activities at the nuclear power reactor facilities in the United States. It is used as a tool for implementing the policy and inspection guidance for programs assigned to the NRC regional offices and assesses the effectiveness and uniformity of the region's implementation of those programs. The objective of this contract is to address four distinct areas:

- 1) Task 1: Review and Update RPS System Documentation;
- 2) Task 2: Analyze Existing and Future RPS Business Requirements;
- 3) Task 3: Analyze Existing RPS Technical Architecture; and
- 4) Task 4: Develop RPS Modernization Business Case

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

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 \$210,184. 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 \$210,184.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

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 order at the rates set forth below under GSA Contract No.: GS-06F-0396Z.

B.1 STATEMENT OF WORK

Reactor Program System (RPS) Independent Evaluation and Assessment

Introduction

The Program Management, Policy Development and Analysis Staff (PMDA) Division is responsible for the development and management of all Systems and Applications for NRC's Office of Nuclear Reactor Regulation (NRR). PMDA currently maintains an integrated set of applications and modules that support NRR's nuclear reactor inspection program. This collection of modules and applications is formally known as the Reactor Program System (RPS).

Technical improvements through modernization are necessary to ensure that RPS continues to support the critical business functions of NRR, and the primary goal of this contract is to obtain contractor services to perform the critical planning phase activities, including assessing the current system, gathering new requirements, architecting the new system, and preparing the Business Case documentation. As part of its IT Portfolio Management Process, the PMDA Division has a requirement for technical expertise and resources to assess the current state of RPS, and perform activities that are geared toward satisfying the NRC's requirements for Capital Planning and Investment Control-level planning to modernization RPS. The current RPS is a Major IT System and subject to OMB-level scrutiny; and the same will be true of the modernized RPS System.

Mission of NRC and NRR

The U.S. Nuclear Regulatory Commission (NRC) was created as an independent agency by Congress in 1974 to enable the nation to safely use radioactive materials for beneficial civilian purposes while ensuring that people and the environment are protected. The NRC regulates commercial nuclear power plants and other uses of nuclear materials, such as in nuclear medicine, through licensing, inspection and enforcement of its requirements.

The Office of Nuclear Reactor Regulation (NRR) is responsible for accomplishing key components of the NRC's nuclear reactor safety mission. As such, NRR conducts a range of regulatory activities in four primary program areas to protect the public health, safety, and the environment. All NRR staff directly or indirectly support the major programs of rulemaking, licensing, oversight, and incident response for two significant classes of licensees: those using commercial power reactors and those using test and research reactors. NRR works together with the regions and other offices to accomplish our mission and contribute to the agency mission.

Background

The Reactor Program System (RPS) is the primary business application that provides NRR Personnel with the capability to plan, schedule, execute, report, and analyze inspection activities at the nuclear power reactor facilities in the United States. It is used as a tool for implementing the policy and inspection guidance for programs assigned to the NRC regional offices and assesses the effectiveness and uniformity of the region's implementation of those programs. It is also used to plan and schedule licensing and other reactor regulatory activities in NRR. The RPS database includes inspection and licensing information, plant performance indicators, inspection follow-up items, safety issue data, NRC staff data, facility characteristics, security and other reactor regulatory data.

Scope

The RPS System was originally developed in 1995 and has undergone numerous improvements and enhancements. The scope of this work encompasses very narrowly defined activities that cumulatively satisfy the broader goal of ensuring that RPS continues to meet the mission of NRC and NRR, and the resulting Business Case must present a comprehensive picture of the plans to modernize RPS system from a business, technical and architectural perspective.

Objectives

The objectives of this contract are addressed in four distinct tasks; only the first task is a mandatory task, and the other tasks are optional tasks. These tasks are:

- Task 1: Review and Update RPS System Documentation (Mandatory)
- Task 2: Analyze Existing and Future RPS Business Requirements (Optional)
- Task 3: Analyze Existing RPS Technical Architecture (Optional)
- Task 4: Develop RPS Modernization Business Case (Optional)

Task 1 focuses on reviewing all RPS documentation against NRC's defined Project Management Methodology (PMM). The Office of Information Services (OIS) is the owner and custodian of the PMM methodology and will be provided to the contactor upon award. The primary intent of this task is to review the existing collection of RPS documentation to ensure that it provides a solid foundation describing the requirements; functions and technical architecture of the existing system. During this task, it may be necessary for the contractor to generate documentation to ensure that the collection is complete and accurate. This will enable PMDA to continue to support the maintenance of this critical application as well as facilitate the transitional phases of the modernization effort.

Optional Task 2 focuses on reviewing existing defined RPS business requirements for relevance, as well as documenting future requirements based upon NRR's evolving mission. This task will entail interviews with various NRR business managers and stakeholders, review and updating of existing business process models, and the creation of new business process models where appropriate.

Optional Task 3 is an analysis of the appropriate technical and application architectures for the modernized RPS to ascertain the suitability and desirability of each architecture, based upon evaluation factors including but not limited to industry best practices, and agency standards and direction. The contractor will evaluate and identify potential system features, and note where there are deviations from industry best practices, and/or the NRC's standards and direction. This evaluation will address critical system areas including: security, application layers (presentation, business, data), as well as technical architecture and components.

Optional Task 4 will culminate with the develop of a detailed business case, for modernizing RPS, as required by NRC's PMM and Capital Planning and Investment Control (CPIC) process methodologies.

Reactor Program System (RPS) Description.

The following sections provide a high level description of the RPS system, which was developed to fulfill program requirements that evolved over several years starting in the mid 1990s. The initial problems were highlighted in 1995 with both the staff's and GAO's findings: the lack of NRC diagnostic and planning capabilities on NRC information contained in inspection programs and activities. RPS was expected to satisfy increasing and critical requirements for improved information management and analytical capabilities associated with reactor regulatory activities. NRC needed a system that collected information once, at the source, and integrated information for both inspections and licensing in one location, which could be correlated and analyzed. RPS provides this capability along with an integrated methodology for planning, scheduling, conducting, reporting, and analyzing reactor inspection, licensing and other reactor regulatory activities.

RPS automated areas which underwent some form of business process redesign and where new policy has, or was being, established. Processes which were redesigned and which were automated through RPS include the redesign and standardization in the inspection reporting process (as documented in Inspection Manual Chapter 0610), the tracking of inspection follow-up, the development and integration of the Plant Issues Matrix (PIM), and the analysis and assessment of requirements associated with the revised Reactor Oversight Process (ROP).

Major System Functions

RPS supports the Reactor Arena Strategic Goal to "Prevent radiation-related deaths and illnesses, promote the common defense and security, and protect the environment in the use of civilian nuclear reactors." RPS also supports the following Agency Performance Goals: 1) Maintain safety, protection of the environment, and the common defense and security, 2) Increase public confidence, 3) Make NRC activities and decisions more effective, efficient, and realistic, and 4) Reduce unnecessary regulatory burden on stakeholders. Efficiencies were realized through RPS by providing easy access to necessary management information for the effective and efficient planning, scheduling, resource allocation, reporting and analysis of inspection and licensing programs, which is essential to their effective performance. It also improved public confidence through the posting of inspection and Performance Indicator (PI) data on the NRC external web site.

RPS provides the capability for planning, scheduling, conducting, reporting, and analyzing inspection activities at the nuclear power reactor facilities in the United States. It is used as a

tool for implementing the policy and inspection guidance for programs assigned to the NRC regional offices and assesses the effectiveness and uniformity of the region's implementation of those programs. It is also used to plan and schedule licensing and other reactor regulatory activities in NRR. The RPS database includes inspection and licensing information, plant performance indicators, inspection follow-up items, safety issue data, NRC staff data, facility characteristics, security and other reactor regulatory data. When handling any RPS data, the contractor must handle the data in a way that follows NRC and other federal guidelines.

RPS Technology Architecture

RPS was designed from a geographically indifferent perspective with a uniform user interface focused on the processes to be supported. A basic design criteria of the system was that there should be central maintenance of common files, with a single point of data entry and sharing of information so that data can be entered once and used throughout any process where needed. Where possible, inherent data quality design was installed up-front to preclude the entry of invalid or inaccurate information and the resulting problems and inefficiencies.

The RPS database includes inspection and licensing information, plant performance indicators, inspection follow-up items, safety issue data, security and other reactor regulatory data as well as facility characteristics and NRC staff data. RPS provides information that is consistent, reliable, and readily accessible to approximately 1,300 staff in NRC headquarters and regional offices.

RPS was designed to fit within NRC's information technology infrastructure and is accessible via agency-standard PC workstations using commercial-off-the-shelf (COTS) software for greater flexibility and ease of maintenance. RPS provides a seamless interface with other systems including HRMS. RPS provides HRMS with NRR and regional work assignments by updating the user profiles in HRMS with information such as Technical Assignment Control (TAC) information. Hours worked are charged against these assignments by NRC staff and license fee bills are generated from this data in HRMS, and the hours are then extracted from HRMS for centralized reporting through RPS. The RPS architecture components are identified in the following table.

RPS Architectural Component	
Software Development Tools - Language	Power Builder Version 8
Database	Sybase Version

Major System Interfaces

RPS incorporated and streamlined various cross-cutting functions which are supported by numerous systems. These include,

Inspection Reports Tracking System (IRTS)
Inspection Procedure Authority System (IPAS)
Facility (docket) file
Technical Assignment Control System (TACS)
Regulatory Information Tracking System (RITS)
Safety Issues Management System (SIMS)
Inspection Follow-up System (IFS)
Plant Issues Matrix (PIM).

In addition, RPS has additional functionality, including interfaces with the Human Resources Management System (HRMS). ADAMS accession numbers are also captured in RPS to support a direct interface with ADAMS in the future.

RPS Documentation Repository.

NRC has implemented IBM's Rational Product suite as the primary repository for all system and application artifacts. This includes all system documentation related to NRC's adopted PMM Methodology, software requirements, software code, change requests and numerous others. The contractor shall have full access to all sources of information, related to RPS, stored in this repository.

Contract Tasks

As stated earlier there are four primary tasks associated with this contract. One is a mandatory task and the other three tasks are optional tasks which may be exercised by the NRC during the period of performance for this contract. Additionally, there is a contractor requirement associated specifically with contract management that must be performed during each of the tasks. The Mandatory and Optional Tasks, and their associated deliverables, are described in detail in the following sections. This is a phased effort requiring written NRC management approval for commencement of each task beyond Task 1, and each task is dependent upon successful completion of the prior task, as the tasks build upon each other with outputs from each task becoming inputs to the successive tasks.

Task 1 – Review RPS System Documentation (Mandatory)

The primary objective of this task is to ensure that all information is captured that is necessary to maintain the current RPS system while designing and transitioning to the modernized RPS

system. This is considered a critical task and will ensure that PMDA retains sufficient detailed domain knowledge associated with the current RPS system, to ensure its continued operation and maintenance. Additionally, the information obtained in this task will be used to inform decisions in later tasks.

Review NRC's OIS Project Management Methodology (PMM) and Capital Planning and Investment Control (CPIC) Methodologies

The NRC Office of Information Services has published methodologies that govern Information Technology (IT) system development and system selection for NRC. Each of these processes requires system and application artifacts that must be completed prior to the selection, development or implementation of any IT system or application, such as the modernized RPS system.

NRC's adopted PMM methodology is a variant of IBM's Rational Unified Process (RUP). Those familiar with RUP will easily comprehend NRC's PMM process. During this task, the contractor shall become fully cognizant of the required artifacts including their format, structure and content to perform the evaluation and supplemental documentation development required by this task.

Review Existing Documentation and Artifacts for Completeness.

The contractor shall evaluate all RPS documentation and artifacts against OIS' defined methodologies and artifact requirements as outlined in the NRC Management Directive 2.8, "Project Management Methodology (PMM)" (see **Attachment A**) and at the corresponding internal PMM website (which contractor may access after contract award and clearance approval). This evaluation shall primarily focus on those artifacts necessary for a solid foundation to conduct system design and implementation of the modernized RPS.

The CPIC process and associated artifacts will be required in Task 4. Examples of artifacts to be evaluated include;

- System Vision Document
- System\Software Requirements Document
- System Design Document
- System Security Plan
- Business Process and Use Case Models
- System Architecture Document
- Data Model (ERD and Data Dictionary)

This is not intended to be an exhaustive list, simply an example of the types of documents to be reviewed and their level of detail.

The contractor shall also interview selected PMDA employees to identify any additional RPS documentation that exist elsewhere, other than the NRC repository, which is in the Rational Suite RPS application area, which the contractor shall review as part of this task.

Perform Documentation and Artifact Gap Analysis.

The contractor shall perform a documentation and artifact gap analysis between the ~~documentation contained in the RPS repository and those required by NRC's PMM~~ methodology. The contractor shall identify through interviews with staff and the maintenance and operations contractors if there is additional RPS documentation that is stored elsewhere other than the NRC System repository, so that it may be earmarked for inclusion into the repository.

Additionally, the contractor shall deliver a report that identifies those documents and artifacts that the contractor considers deficient based upon NRC's PMM Methodology, PMM artifact templates, and examples of PMM artifacts for other systems at the NRC. The contractor shall also recommend a list of documents and artifacts that either need to be developed or updated to ensure all essential information related to RPS is captured.

Develop Project Plan for Document and Artifact Generation.

Once the document and artifact list has been approved by the government, the contractor shall develop a Task-specific Project Plan to address the document and artifact omissions and deficiencies. The plan shall address the priority of the documents and artifacts to be developed or updated, as well as the anticipated level of effort and time necessary to complete. The focus of this effort should be to identify and prioritize artifacts that must be addressed before work can proceed in the subsequent tasks or in modernizing RPS. It is the government's expectation that the contractor shall identify between 2 and 4 artifacts that require additional effort due to their critical nature or the lack of information that might impede future progress. The contractor should expect this additional effort to entail re-writing or modifying existing documentation, as well as developing entirely new artifacts, depending upon the government's analysis of information contained within the Documentation and Artifact Gap Analysis developed in C.4.1.3.

Execute RPS Document and Artifact Project Plan

Upon approval of the Document and Artifact Generation Project Plan by the government, and agreement on the documents to be modified and/or updated, the contractor shall execute the project plan. The contractor shall track progress against the plan using standard earned value management (EVM) techniques and report to the NRC Project Manager weekly.

Deliverables and Schedule.

The deliverables associated with this task and proposed delivery dates are provided in the following table. The contractor should assess these proposed dates, and identify any dates for which the contractor wishes to propose an alternate date for the government to consider. Unless the contractor proposes alternate dates, and the government accepts those alternate dates, the contractor is expected to perform according to the following schedule.

SOW Task #	Deliverable	Working Days After Contract Award
4.1.3	Documentation and Artifact Gap Analysis Draft	90
4.1.3	Update NRC's OIS RPS Project Repository	90
4.1.4	Project Plan for Document and Artifact Generation Draft	140
4.1.4	Project Plan for Document and Artifact Generation Final	160
4.1.5	Develop and/or Modify Artifacts	220
4.1.3	Documentation and Artifact Gap Analysis Final	110

Optional Tasks

This is a phased effort and the following tasks (Tasks 2-4) are optional, subject to exercise by written approval of the NRC's Contracting Officer. Exercise of each task is subject to successful completion of the prior task by the contractor, availability of funds within the NRC budget, and NRR management approval to proceed. The NRC reserves the right not to authorize tasks one, two, or all of the optional tasks.

Optional Task 2 – Analyze Existing and Future RPS Business Requirements.

The intent of this task is to ensure that the business processes that RPS currently supports have been fully documented and reflected in the design that is presented for a modernized RPS system, and that any additional requirements are included in that same design. Furthermore, this task shall validate that existing process models accurately reflect the processes as they are currently codified by regulation or applied in practice, with such validation coming from interviews with NRC Staff in the Headquarters facility and Regional personnel.

Analyze Existing RPS Process Models

The government is responsible for providing to the contractor all existing business process models and use case models developed for the activities and functions performed by NRR and supported by RPS, where such exist, but the contractor shall not assume that process models exist for all functions or activities. Additionally, the government is responsible for providing access to and/or copies of NRR handbooks, manuals and regulations that govern these processes, and interviews will be scheduled with subject matter experts. The contractor shall validate that the existing process models accurately reflect the processes codified by these documents. The contractor is encouraged to use software development tools, where applicable, to extract information from the RPS system about processes and to develop the process models.

Interview Selected Personnel and Stakeholders

The contractor shall interview cognizant NRR personnel to capture information about the process models for inclusion into NRC's System repository. Contractor should assume that NRC staff are located at Headquarters in the White Flint complex, or in Regions. Staff in the Regions will be interviewed via telephone or through videoconferencing; no travel is required by the contractor.

The contractor shall support the PMDA Project Officer in interviewing selected NRR Senior Managers to gather future business requirements. The contractor shall be responsible for documenting these future requirements for possible inclusion into the RPS System\Software requirements document. The contractor shall perform an analysis of future business requirements to ascertain the desirability of supporting them in RPS, and identify priorities for each new business requirement.

~~Furthermore, where processes cross the system boundary (cross-cutting process) of RPS, the contractor shall support the PMDA Project Officer in interviewing the system owner of the integrated system. The contractor shall evaluate the integration of processes and systems to assess whether appropriate integration of data elements, functions and processes exist.~~

Document Current and Future RPS Business Process Functions and Models.

Based upon the findings of the above task, the contractor shall recommend process models that should be updated or created. Upon approval by the government the contractor shall update or create additional process models to fully capture the business processes supported, or will be supported by RPS.

Once the process models are fully updated, the contractor shall store all processes models in NRC's Rational project repository.

Deliverables and Schedule.

The deliverables associated with this task and required delivery dates are provided in the following table. The contractor should assess these proposed dates, and identify any dates for which the contractor wishes to propose an alternate date for the government to consider. Unless the contractor proposes alternate dates, and the government accepts those alternate dates, the contractor is expected to perform according to the following schedule.

SOW Task #	Deliverable	Working Days After Task Award (T2)
4.2	Update Contractor's Project Plan (Draft)	T2+20 days
4.2	Update Contractor's Project Plan (Final)	T2+30 days
4.2.1	Existing RPS Business Processes Models Draft	T2+90 days
4.2.1	Existing RPS Business Process Models Final	T2+120 days
4.2.2	Interview Meeting Notes	Within 5 working days after each Interview
4.2.3	Updated RPS Business Process Models Draft	T2+160 days
4.2.3	Updated RPS Business Process Models Final	T2+180 days
4.2.3	Update NRC's RPS Project Repository	T2+180 days

Optional Task 3 – Analyze Technical Architecture

The contractor shall analyze each aspect of RPS current technical architecture to assess the suitability and maintainability of the current system. This task will culminate in a report detailing the contractor's findings with respect to the architecture design and its current limitations, as well as an analysis of potential future design alternatives for modernizing RPS.

Application Architecture Analysis

The contractor shall evaluate the current RPS application architecture to include the presentation, business and data layer of the application, and the contractor shall evaluate potential future architectures. The contractor shall evaluate potential future architectures based upon government and industry best design practices; this will include at a minimum, web-based 3 tier architectures and web-based service oriented architectures (SOA). Additionally the contractor shall evaluate the current languages, technologies, and platforms that comprise RPS, including an assessment of the current technologies with respect to their continued support in the market place and their potential to become obsolete.

The contractor shall perform a similar type evaluation For the identified potential future architectures, based upon the future direction and plans of OIS and the Office of the Chief Financial Officer (OCFO). OIS is responsible for defining NRC's enterprise wide network and systems architecture, while OCFO is responsible for defining NRC's Financial Segment Architecture which is tightly integrated into RPS.

Data Architecture Analysis

Based upon information gathered in Task 1 and Task 2, the contractor shall evaluate RPS' current data architecture to include Data Standards, Data Security, Logical Data Model and Physical Data Model. The contractor shall evaluate the RPS Data Standards based upon NRC Data Architecture Model and proposed OCFO financial data models. The contractor shall document deficiencies and limitations of the current data architecture and document areas for improvement or alignment with adopted or proposed standards, and an analysis of proposed future architectures within this same framework.

Security Architecture Analysis

The contractor shall evaluate changes that may be required to the RPS' current security architecture based upon the proposed future architectures. Specifically, the contractor shall evaluate the current security controls within each layer of the system (network, application, data), and the impacts upon each control. The contractor shall provide an overall security assessment as to whether the potential future architectures utilize loose or tightly coupled security layers. The contractor shall also assess whether each security layer is appropriate leveraged by the other, to improve security and reduce security administration and overhead.

Deliverables and Schedule.

The deliverables associated with this task and required delivery dates are provided in the following table. The contractor should assess these proposed dates, and identify any dates for which the contractor wishes to propose an alternate date for the government to consider. Unless the contractor proposes alternate dates, and the government accepts those alternate dates, the contractor is expected to perform according to the following schedule.

SOW Task #	Deliverable	Working Days After Task Award (T3)
4.3	Update Contractor's Project Plan (Draft)	T3+20 days
4.3	Update Contractor's Project Plan (Final)	T3+30 days
4.3.1	Application Architecture Analysis Report Draft	T3+60 days
4.3.1	Application Architecture Analysis Report Final	T3+80 days
4.3.2	Data Architecture Analysis Report Draft	T3+90 days
4.3.2	Data Architecture Analysis Report Final	T3+110 days
4.3.3	Security Analysis Report Draft	T3+130 days
4.3.3	Security Analysis Report Final	T3+150 days

Optional Task 4 – Develop RPS Modernization Plan

The culmination of this contract will result in the development of the RPS modernization business case to be presented to the NRC CPIC committees. The contractor shall prepare the documents and artifacts identified below according to the defined NRC PMM and CPIC processes.

Develop RPS Modernization Business Case

The contractor shall develop the documents and artifacts listed consistent with the templates provided by NRC. The list below identifies the primary artifacts to be completed according to NRC's defined PMM and CPIC Processes. These documents and artifacts represent the principal work effort associated with Project Initiation Phase.

- RPS Modernization Vision Document
- Software Requirements Document (Use Cases)
- Alternatives Analysis Document (Three Alternatives; At least 10 Years in the System Life Cycle))
- Modernized RPS System Security Plan (Updates to the existing RPS System Security Plan, reflecting changes required for a Modernization effort)
- RPS Modernization Project Plan

The RPS Modernization Project Plan will address scope, cost, schedule, acquisition strategy, activity dependencies, risk and project management control and communications. The RPS Modernization Project Plan, will be a multi-year plan, covering the entire development life-cycle of this system.

Deliverables and Schedule.

The deliverables associated with this task and required delivery dates are provided in the following table. The contractor should assess these proposed dates, and identify any dates for

which the contractor wishes to propose an alternate date for the government to consider. Unless the contractor proposes alternate dates, and the government accepts those alternate dates, the contractor is expected to perform according to the following schedule.

SOW Task #	Deliverable	Working Days After Task Award (T4)
4.4.1	Update Contractor's Project Plan (Draft)	T4+20 days
4.4.1	Update Contractor's Project Plan (Final)	T4+30 days
4.4.1	RPS Modernization Vision Document Draft	T4+60 days
4.4.1	RPS Modernization Vision Document Final	T4+80 days
4.4.1	Software Requirements Document Draft	T4+90 days
4.4.1	Software Requirements Document Final	T4+110 days
4.4.1	Alternatives Analysis Document Draft	T4+160 days
4.4.1	Alternatives Analysis Document Final	T4+180 days
4.4.1	Modernized RPS System Security Plan Draft	T4+180 days
4.4.1	Modernized RPS System Security Plan Final	T4+200 days
4.4.1	RPS Modernization Project Plan Draft	T4+200 days
4.4.1	RPS Modernization Project Plan Final	T4+220 days

General Contract Deliverables

In addition to the contract deliverables identified in Task 1 through Task 4, the contractor shall provide additional deliverables associated with the management of this contract. The specific government requirements for contract management are delineated in the following sections.

Contractor's Project Management Plan

Based upon this statement of work, the contractor's technical approach, and additional information provided after award, the contractor shall develop a detailed project plan for this contract. This project plan will be the primary tool for managing work efforts and reporting progress and status. Consistent with OMB requirements, the contractor shall use Earned Value Management (EVM) reports for reporting progress and status associated with this plan. The contractor will be given time at the beginning of each of the optional tasks to update the project plan to incorporate new information obtained during execution of the prior task(s), and/or reflect minor technical and managerial changes that may be required for each task which is exercised.

Weekly Project Management Meetings

The contractor shall conduct weekly meetings with the NRC Project Officer. The contractor shall be responsible for the administration of these meetings to include schedule, location, agenda and participants. The contractor shall address, at a minimum, work completed last week, scheduled work for this week, status of all deliverables to be executed during the task(s) being performed, as well as project issues or risk that require the attention of the Project Officer.

Monthly Status Reports

The contractor shall prepare and submit monthly reports identifying project status including EVM, project costs to-date on a monthly per-task and per-employee basis, risk and issues, previous month accomplishments and current month planned accomplishments. The contractor

shall also review all outstanding issues and risk and their associated disposition as well as the individual (both contractor and government) responsible for their resolution.

Quarterly Program Reviews

The contractor shall support the Project Officer in conducting quarterly program reviews with NRR\PMMA senior Management. The quarterly program reviews will provide detailed status updates to NRR\PMMA senior management. The quarterly reviews will provide a detailed analysis of the current project against the accepted project baseline. The quarterly reviews will also review all project assumptions to ascertain their current precision and relevance to the project objectives and task. The quarterly review will also address all outstanding issues and risk and their associated disposition as well as the individual (both contractor and government) responsible for their resolution. The contractor will be responsible for recording all discussions and action items from these reviews and submitting them to the Project Officer for review and approval.

Deliverables and Schedule

The deliverables associated with this contract and required delivery dates are provided in the following table.

SOW Task #	Deliverable	Working Days After Contract Award
4.5	Contractor's Project Management Plan Draft	30
4.5	Contractor's Project Management Plan Final	45
4.5	Weekly PM Meetings	Weekly
4.5	Monthly Status Reports (EVM Metrics Base)	Monthly
4.5	Program Reviews (EVM Metrics Base)	Quarterly

Performance Requirements Summary

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/ Deduction
Task 1 Artifact and Documentation Project Plan (4.1.4)	Project Plan 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 the Plan is delivered late.
Optional Task 2	N/A	N/A	N/A

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/ Deduction
Optional Task 3 Architecture Analysis Report (4.3.1)	Report must analyze each aspect of RPS current technical architecture	Technical Monitor or designee will inspect	Full payment for 100% compliance
Optional Task 4 RPS Modernization Project Plan (4.4.1) Alternatives Analysis Document	RPS Modernization Project Plan shall address all requirements outlined in the SOW Three Alternatives; At least 10 Years in the System Life Cycle	Technical Monitor or designee will inspect	A deduction of \$200 will be taken for each aspect the Contractor omitted from the analysis. Full payment for 100% compliance A deduction of \$200 will be taken for each revision to the Plan needed to address SOW requirements the Contractor omitted A deduction of \$800 will be taken for each day the Alternatives Analysis is delivered late.

Place of Performance

The NRC will provide on-site work space at the White Flint Complex for two contractors during the execution of this contract. The on-site work space will include workstations, computers, and telephones. The Senior Application Systems Analysts and/or the Application Systems Analysts are the contractors requiring access to NRC systems, so these contractors should be the ones assigned to work on-site, and for these contractors, the NRC is their primary work location. However, due to severe space constraints at the NRC, this is the only on-site space that will be available to the contractor. For any other employees that the contractor identifies to work on this contract, the contractor should provide adequate office space for this staff at the contractor's facility, and not assume that the NRC space is the contractor's primary work location.

Performance Requirements

The deliverables required under this order must conform to the standards contained, or referenced, in the statement of work. All deliverables required under this order must be delivered to the NRC in electronic format (Word) and ADOBE Acrobat Portable Document Format (PDF). At the same time, the contractor shall provide 3 printed copies of each deliverable, and any Rational Suite files, if applicable. The contractor shall deliver draft versions of all deliverables required under this order.

NRC Contractor clearances are required for any employee whom the contractor identifies as requiring access to RPS and/or the NRC's systems, including the Rational Suite. Additionally, no one may begin working on this contract until their clearance is approved by the NRC.

Therefore, the start of this contract will be determined by the dates when the two on-site personnel receive clearances and are available to begin working on-site at the NRC.

C. ORDER TERMS – CONDITIONS AND REQUIREMENTS

C.1 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract while on-site at the NRC Headquarters:

1. Workstations
2. Computers
3. Telephones

(b) The above listed equipment/property is property of the NRC and will not be transferred to this delivery order.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 2, 2008 through April 1, 2010.

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

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

C.4 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

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

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$300.00. The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$300.00;

(2) Any order for a combination of items in excess of \$949,604; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

C.6 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 Application Systems Analyst – [REDACTED]
- Senior Application Systems Analyst – [REDACTED]
- Application Systems Analyst – [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.

C.7 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: Gary Young

~~Address: U.S. Nuclear Regulatory Commission~~

One White Flint North

11555 Rockville Pike

Mailstop 13E19

Telephone Number: 301-415-6817

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.

C.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.

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond August 30, 2008. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.10 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)

The ordering period for this contract shall commence on April 2, 2008 and will expire on April 1, 2010. 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).

C.11 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

- Sally Adams, NRC Project Officer

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

(c) A written copy of each delivery order issued by the Project Officer will be provided to the Contracting Officer.

C.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 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 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.

C.13 2052.204-70 SECURITY

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the ~~NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program")~~, apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the

Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or

supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor

C.14 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC

HEADQUARTERS

(July 2007)

Prior to occupying any government provided space at the NRC HQ 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, DFS. 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
3. Contract Termination

(End of Clause)

C.15 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (July 2007)

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

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

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

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed contractor's pre-

screening record or review will be supplied to FSB/DFS with the contractor employee's completed building access application package.

The contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

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

The contractor shall submit a completed security forms packet, including the *OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions)*, two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in

excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review ~~may be promptly discontinued. The notification shall contain the full name of the individual, and the~~ date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

(End of Clause)

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she can immediately contact FSB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the contractor 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 Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

C.16 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.

C.17 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.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. Labor Hour Billing Instructions; and
 2. NRC Form 187, Contract Security and/or Classification Requirements
-

ATTACHMENT 1

**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS**

~~General: The contractor shall prepare vouchers/invoices for reimbursement of costs in~~
the manner and format described herein or a similar format. **FAILURE TO SUBMIT
VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL
RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
11555 Rockville Pike
Rockville, MD 20852

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

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

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

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

Billing Instructions
Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
~~Mail Stop T-9-H4~~
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

<u>Official Agency Billing Office</u> U.S. Nuclear Regulatory Commission Division of Contracts and Property Management MS: T-7-I2 Washington, DC 20555-0001	(a) Purchase Order No: (b) Voucher/Invoice No: (c) Date of Voucher/Invoice:
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Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.


	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

NRC FORM 187 (1-2000) NRCMD 12		U.S. NUCLEAR REGULATORY COMMISSION		AUTHORITY The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.		
CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS						
1. CONTRACTOR NAME AND ADDRESS Ultra-NET 2750 Killarney Dr. 207-C Woodbridge, VA 22192 (703) 697-8787			A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)		2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify)	
			B. PROJECTED START DATE 02/08/2008	C. PROJECTED COMPLETION DATE 02/07/2010		
3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE						
A. DOES NOT APPLY <input type="checkbox"/>		B. CONTRACT NUMBER NRC-03-08-066		DATE		
4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION Reactor Program System (RPS) Independent Evaluation and Assessment JCN: J-4135 RPPA: NRC-03-08-066						
5. PERFORMANCE WILL REQUIRE A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION <input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)				NOT APPLICABLE	NATIONAL SECURITY SECRET CONFIDENTIAL	RESTRICTED DATA SECRET CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER (See 5.B.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. IS FACILITY CLEARANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						
C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.						
D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.						
E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA. <i>Adamo 3/28/2008</i>						
F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.						
FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.						

Re.

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

NAME AND TITLE Sally Adams, Technical Assistance Project Manager NRR/PMDA/FMB	SIGNATURE 	DATE 12-13-07
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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



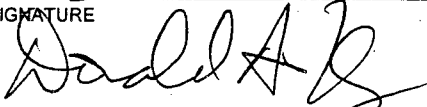
AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

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

SPONSORING NRC OFFICE OR DIVISION (Item 10A)
 DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
 CONTRACTOR (Item 1)
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Reginal W. Mitchell, Director, PMDA/NRR	SIGNATURE 	DATE 1/25/08
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Mark D. Lombard, Acting Director, ADM/DFS	SIGNATURE 	DATE 2/6/08
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) DONALD A. KING, BRANCH CHIEF Mary Lynn Seatt, Director, ADM/DC/CMB4	SIGNATURE 	DATE 3/6/08

REMARKS