

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER SEP 30 2008		2. CONTRACT NO. (if any) GS35F0240P		6. SHIP TO:	
3. ORDER NO. NRC-DR-33-08-397		4. REQUISITION/REFERENCE NO. 33-08-397 DTD 8/6/2008		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Michele Sharpe Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS 11555 Rockville Pike Attn: Kay Moses Mail Stop: O6 - D3M	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR MICROPACK ENGINEERING, INC.		f. SHIP VIA			
b. COMPANY NAME		8. TYPE OF ORDER			
c. STREET ADDRESS 2250 CORPORATE PARK DR STE 400		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
d. CITY HERNDON		e. STATE VA		f. ZIP CODE 201712899	
9. ACCOUNTING AND APPROPRIATION DATA SEE CONTINUATION PAGE FOR ACCOUNTING AND APPROPRIATION DATA		\$258,733.74		10. REQUISITIONING OFFICE CIO HR/OGC/SBCR	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input checked="" type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		13. PLACE OF			
a. INSPECTION ROCKVILLE, MD		b. ACCEPTANCE ROCKVILLE, MD		14. GOVERNMENT B/L NO.	
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 9/30/08 - 9/29/09		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>Contractor shall deliver and install an integrated COTS software package for administering the labor relations, ethics management and financial disclosure, and EEO complaints programs in accordance with the following:</p> <ol style="list-style-type: none"> Statement of Work (Attachment 1) Price Schedule (Attachment 2) Terms and Conditions of GSA Contract No. GS-35F-0240P <p>The period of performance is 9/30/2008 through 9/29/2009 with four (4) one-year option periods for software maintenance. This is a fixed price contract. For software maintenance, the contractor shall bill quarterly in arrears.</p> <p>Base Year Total Price: \$258,733.74 Option Year 1 Price: \$ 28,915.93 Option Year 2 Price: \$ 28,915.93 Option Year 3 Price: \$ 28,915.93 Option Year 4 Price: \$ 28,915.93 Total Price: \$374,397.46</p>				See CONTINUATION Page	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		OBLIGATED AMOUNT \$258,733.74		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						BASE YR PRICE \$258,733.74		
a. NAME Department of Interior / NBC NRCPayments@nbc.gov						TOTAL CONTRACT PRICE \$374,397.46		17(i). GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue								
c. CITY Denver			d. STATE CO	e. ZIP CODE 80235-2230				

22. UNITED STATES OF AMERICA
BY (Signature)

Eleni Jernell

23. NAME (Typed)
Eleni Jernell
Contracting Officer
TITLE: CONTRACTING OFFICER

TEMPLATE 000001
AUTOMATICALLY REPRODUCED FROM
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OCT 17 2008

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

PAGE NO.
2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

GS35F0240P

NRC-DR-33-08-397

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The current obligated amount is \$258,733.74.</p> <p>Additional Attachments: 1. NRC 187 2. Billing Instructions</p> <p>Accounting and Appropriation Data:</p> <p>B&R: 8-8415-5C1-337 JC: P8412 BOC: 252A APPN NO.: 31X0200 FFS# HR-08-726 OBLIGATE: \$128,500</p> <p>B&R: 87C-15-5I1-160 JC: J7003 BOC: 2630 APPN NO.: 31X0200 FFS# RQOGC08314 OBLIGATED: \$70,000</p> <p>B&R: 87P-15-5C1-316 JC: D1352 BOC: 252A APPN NO.: 31X0200 FFS# RQSBC08327 OBLIGATE: \$56,132</p> <p>B&R: 87C-15-5I1-4160 JC: J7003 BOC: 2630 APPN NO.: 31X0200 FFS# RQOGC08321 OBLIGATE: \$4,101.74</p> <p>ACCEPTANCE:</p> <p><i>Kris Calo/President</i> <i>9/30/08</i> PRINT NAME/TITLE DATE</p> <p><i>[Signature]</i> SIGNATURE</p>					

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

\$258,733.74

DELIVERY ORDER TERMS AND CONDITIONS

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

A.2 Other Applicable Clauses

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

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

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

52.217-8, Option to Extend Services

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

A.3 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the base period. 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 the base period, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

A.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

A.5 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule

covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

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

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

A.6 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

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

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

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

(c) Work for others.

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

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

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the

site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

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

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

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

A.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:

Project Officer

Name: Kay Moses, It Specialist
Organization: OIS/BPIAD/BPPMB
Mail Stop: O-6 D3M
Telephone Number: 301-415-5856
Internet Address: Kay.Moses@nrc.gov

Technical Monitors

The Technical Monitor may issue technical instructions or clarifications from time to time during the duration of this task order. Technical instructions must be within the general statement of work stated in the contract and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance. Only the Project Officer is authorized to give technical direction.

Name:	Cecilia Rajnic	John Szabo
Organization:	OHR/OLR	OGC
Mail Stop:	GW W5A6	O-15 D21
Telephone Number:	301-492-2283	301-415-1610
Internet Address:	Cecilia.Rajnic@nrc.gov	John.Szabo@nrc.gov
	Nicola Sanchez	Brian Sentz
	OGC	SBCR
	O-15 D21	O-3 H8
	301-415-1613	301-415-0594
	Nicola.Sanchez@nrc.gov	Brian.Sentz@nrc.gov
	Bruce Currie	
	SBCR	
	O-3 H8	
	301-415-5988	
	Bruce.Currie@nrc.gov	

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

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.8 2052.204.70 SECURITY (MAR 2004)

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

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the

Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

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

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

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

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

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

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

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

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

A.9 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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

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

A.10 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

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

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

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

other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

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

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

SECURITY REQUIREMENTS FOR IT LEVEL I

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

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

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 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

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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)

A.11 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

A.12 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. The NRC will provide all necessary hardware, operating system, database management software, and web services software.
2. The NRC will provide systems administration, database administration, and operations and maintenance support for the application.

(b) The above listed equipment/property is hereby transferred from contract/agreement .

(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.

A.13 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.

A.14 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

A.15 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

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(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

A.16 SEAT BELTS

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

A.17 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit

additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

A.18 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUNE 2006)

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

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

A.19 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

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

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

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

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

A.20 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

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

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"--

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights", as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise

may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data", means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

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(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**STATEMENT OF WORK
LABOR RELATIONS, ETHICS, AND EEO COMPLAINTS SOFTWARE IMPLEMENTATION
(LEES)**

I. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) is an independent Federal agency established by the Energy Reorganization Act of 1974 to regulate civilian use of nuclear materials. NRC's mission is to regulate the nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment.

The Office of Human Resources (HR), Employee/Labor Relations and Worklife Branch (ELRWB) manage employee relations, labor relations, and work life activities agency-wide. Develops, coordinates, and implements labor-management, employee relations, and work life policies, including but not limited to disciplinary and adverse actions, performance based actions, administrative grievance procedure, prevention of harassment, No Fear Act, requests for reasonable accommodation, labor relations, telework, and the employee assistance program. Maintains and fosters relationships with all appropriate internal offices, including, OIG, OGC, and SBCR in order to insure that all sensitive employee matters are handled in an appropriate manner. ELRWB provides day-to-day guidance and support to managers and supervisors in dealing with employee conduct and performance issues. Negotiates and administers collective bargaining agreements; conducts day-to-day interactions with the employee union including processing of grievances filed under the negotiated grievance procedure, requests for information, and all negotiations dealing with the impact and implementation of changes in working conditions affecting members of the bargaining unit.

The Office of the General Counsel's Division for Legal Counsel, Legislation, and Special Projects, assists the General Counsel in providing advice to NRC employees on ethical conduct and manages the financial disclosure and ethics training programs and has other major legal responsibilities.

The Office of Small Business and Civil Rights (SBCR) is responsible for the administrative processing of discrimination complaints, filed under the various civil rights statutes (Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act (ADEA), the Rehabilitation Act, and, the Equal Pay Act of 1963), from the informal/pre-complaint stage through the formal stage. SBCR is responsible to monitor EEO complaint activity to produce congressionally mandated reports under the Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002 (NO FEAR Act) and regulatory required reports to the Equal Employment Opportunity Commission. To comply with these legislative and Agency mandates, SBCR must provide numerous ad-hoc, monthly, quarterly, annual and multi-year reports on civil rights activity.

II. OBJECTIVE

The objective of this contract is to purchase Commercial Off-The-Shelf (COTS) software to automate OHR, OGC, and SBCR's current manual, paper-based business processes to online. Automation will greatly improve the efficiency, effectiveness and reduce costs associated with

managing NRC programs. OHR, OGC, and SBCR are in need of purchasing COTS software to automate their current manual and paper-based business processes to online web-based processes.

OHR – Labor Relations Software Implementation

It is the policy of the Nuclear Regulatory Commission (NRC) to administer the employee and labor management relations programs in accordance with the Federal and NRC policies and regulations. To administer the employee relations program effectively, the HR/ELRWB is required to maintain accurate and complete records on actions management officials have taken against employees. In the area of labor management relations, the HR/ELRWB is required to document and maintain accurate records for actions/issues brought up by union and/or employees as well as NRC's position and final resolution. As part of the HR/ELRWB continuing efforts to provide excellent service to NRC's managers, HR/ELRWB intends to provide information regarding labor management and employee relations actions and issues to NRC top management and also identify trends and management deficiencies which allow the HR/ELRWB to develop training in the specific areas that are needed to correct management and supervisory deficiencies. This will also allow HR/ELRWB to educate management on good labor and employee relations practices. Manual processes and paper-based archives hinder the department's ability to deliver accurate and comprehensive analysis and timely responses to customer requests.

OGC – Ethics Management Software Implementation

Government-wide laws and regulations, including the Ethics in Government Act of 1978, as amended, require that every agency establish and operate an ethics program. This program includes mandatory financial disclosure reports filed annually by certain employees, training employees on the ethics rules annually, and providing advice and counseling to employees on the ethics rules. The NRC Commission has designated the General Counsel (GC) to administer the NRC ethics program. The GC has delegated the administration of the program to the OGC Division of Legal Counsel. Approximately 1,000 NRC employees are required to file annually a financial disclosure report. These employees are also required to receive annual and or biennial training on the ethics rules. Financial disclosure reports and training are also required of all new employees. The OGC is required to review and maintain the completed financial disclosure reports from each filer as well as maintain separate records on annual ethics training. The General Counsel must report annually to the US Office of Government Ethics (OGE) on the NRC ethics program, including statistics of the number of financial disclosure reports filed and reviewed and the number of employees who received ethics training. The OGC must send to OGE annually financial disclosure reports filed by Presidential appointees (i.e., NRC Commissioners and the Inspector General). Currently, all financial disclosure reports are filed in paper format because the original signature of the filer is required. A separate file has been created and is maintained for each filer. There are also specific files with the names, offices, and dates for each ethics training session. The OGC receives an average of 10 calls, e-mails, or memoranda per day from employees seeking advice on the ethics rules and must maintain separate files on its ethics advice given to employees. All of these records are in paper format and kept in locked files. The OGE has long recognized the tremendous burden imposed by the paper-based financial disclosure system and has attempted to develop a government-wide electronic filing system. The OGE recently announced that it is unable to develop such a system, but has authorized federal agencies to independently develop such a system. The current paper-based ethics system places an enormous strain on OGC's limited staff and resources. It also places an inordinate burden on the 1,000 NRC filers. It raises privacy concerns because of the physical mailing of sensitive records and their retention and protection.

Electronic filing of the financial disclosure reports, electronic records of ethics training and ethics advice would substantially reduce the number of staff hours and resources throughout the NRC. It would enhance security and privacy of these sensitive records. The NRC would see significant savings in the first year alone and, in subsequent years, as the number of filers grows as expected, the system would be of increasing value.

SBCR – EEO Complaints Software Implementation

The Office of Small Business and Civil Rights (SBCR) is responsible for managing and tracking civil rights complaint activities, generate standard and ad-hoc reports for use by the Agency, and to meet statutory and regulatory reporting requirements of other Federal agencies, such as the Equal Employment Opportunity Commission (EEOC), Office of Personnel Management, and Congress, (EEOC Form 462, EEOC MD 715, and the NO FEAR Act quarterly, annual, and multi-year reports). The management of civil rights complaint activity is an essential operational function of SBCR.

Currently, SBCR utilizes a manual system to manage complaint lifecycle processes for individual and class action EEO complaint activity. The management of each process of informal and formal complaint lifecycle requires daily, weekly and monthly oversight for timely processing of each stage of complaints processing, including timeframes for alternative dispute resolution actions. Complaint lifecycles are managed from initial contact with aggrieved employees through administrative proceedings (EEOC), and federal appeals courts actions, including resolution by settlement agreement. Records are maintained after final actions as prescribed by standard government practices for maintenance of records.

Statutory and regulatory reports for oversight agencies and Congress are manually generated, which requires SBCR to compile statistical data from various sources. Reports include an analysis of discrimination complaint activity, by basis and issue, filed under the various civil rights statutes. Reports also include statistical data on the cost of providing services, such as investigations and mediation, by agency, organizational units, regions, and/or headquarters offices. The automation of informal and formal complaint processes will increase staff efficiencies, and ensure timely processing of required actions.

III. SCOPE OF WORK

The Contractor shall deliver and install an integrated COTS software package that will meet the general feature requirements, described in Appendix A, for automating NRC business processes for administering the labor relations, the ethics management and financial disclosure, and the EEO complaints programs.

The Contractor shall provide the following:

- The Contractor shall provide the software media.
- The Contractor shall provide business analysis and requirements support services for the software and application.

- The Contractor shall provide business requirements configuration and implementation support for the software and application.

- The Contractor shall provide training for users and application administrators. The training is for up to 5 people and each individual will contact the Contractor to schedule his/her training.
- The Contractor shall provide software patches and upgrades, for the specified period of performance, of software and inform the NRC when hardware patches or service packs are necessary to support the software upgrades. The Contractor shall identify and present for NRC consideration, additional hardware and software needs that may have been initially overlooked, unanticipated or is necessary for future growth and enhancement of the software.
- The Contractor shall provide technical and user documentation for the software. This will include, but is not limited to, any and all special configurations required during installation of the hardware and software, database configuration, and network configuration. Other documentation shall focus on setting up access levels, database schema, changing forms, reports, and/or screens that are necessary for operation.

DELIVERABLES

Copies of the software media	Within 30 calendar days of Contract Award
Software licenses, according to the requirements in Appendix A	Within 30 calendar days of Contract Award
Hard copy or electronic copies of system installation and configuration documentation	Within 30 calendar days of Contract Award
Hard copy or electronic copies of user manual	Within 30 calendar days of Contract Award.
Completely installed and configured system	Within 60 calendar days of Contract Award.
Business requirement Gap analysis document	Within 30 calendar days of completion of software installation and configuration, not to exceed 80 hours.
Production system - Business requirements installation and configuration	Within 30 calendar days of completion of Business requirement Gap analysis document, not to exceed 80 hours.
Software upgrades and patches	Within 30 days of release of upgrade or patch for the duration of the period of performance.
Vendor Training – Contractor site	Published schedule.

INSPECTION AND ACCEPTANCE CRITERIA

- It shall be demonstrated that the COTS product meets the requirements identified in Appendix A
- It shall be demonstrated that the COTS product does not violate system safety requirements or constraints.
- The COTS product shall have had an operating time of at minimum six months with severe error-free operating experience. At least two operating locations shall have used a product of identical version and release encompassing the same or nearly the same usage as the proposed usage. Any adverse reports, regardless of operating location, shall be considered. The configuration of the products in the experience data base shall closely match that of the proposed COTS product.
- All errors, severe or otherwise, shall be reported to and analyzed by the COTS supplier. Procedures and incentives shall be in place to ensure a high level of demonstrated

compliance, or the COTS supplier shall demonstrate with statistical certainty that the error reporting system achieves this compliance. An error tracking, documentation, and resolution procedure shall document each error from report to resolution.

- The COTS product must be shown to operate without serious malfunction in the instant application.

WARRANTY

The contractor shall warrant successful operations of supplied equipment and software for a standard warranty period beginning the day of acceptance. Acceptance will be mutually agreed upon by the contractor and the Government and will be documented in written format. The contractor shall also provide the Government with the same warranty terms, including extended warranties, offered to the general public in customary commercial practice.

PERIOD OF PERFORMANCE

The period of performance is September 30, 2008 through September 29, 2009 plus four (4) one-year options. The option periods are for annual support/maintenance and product upgrades.

PLACE OF PERFORMANCE

The COTS software will be installed and configured on NRC owned computer equipment located in the NRC Headquarters Data Center at 11545 Rockville Pike, Rockville, Maryland. The Contractor shall be required to be at NRC Headquarters to perform the installation, configuration and business requirement gap analysis.

HOURS OF WORK

Contractor personnel are expected to conform to customer agency normal operating hours. Normal working hours for the site are Monday through Friday, 7:30 a.m. – 4:15 p.m. (EST). Access to the NRC facilities will be provided by the NRC as required during non-business hours.

GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

The government will provide the following:

1. The NRC will provide all necessary hardware, operating system, database management software, and web services software.
2. The NRC will provide systems administration, database administration, and operations and maintenance support for the application.

HOURS OF WORK

Contractor personnel are expected to conform to customer agency normal operating hours. Normal working hours for the site are Monday through Friday, 7:30 a.m. – 4:15 p.m. (EST). Access to the NRC facilities will be provided by the NRC as required during non-business hours.

**Labor Relations, Ethics, and EEO Complaints Software Implementation (LEES)
Appendix A – Software Feature Requirements**

The following are the general feature requirements of the system.

1. The product must run under either Windows 2000 (or higher) or UNIX.
2. The product must be installed and run on NRC owned equipment.
3. The product must utilize thin client installation with no support or client-side files required.
4. The product must run exclusively on a web browser (IE 5.0 or higher).
5. The product must be section 508 compliant.
6. The product will support a total of 5 concurrent users per application module.
7. The product must be role-based, and these roles will include various user levels and a system administration role.
8. The product will provide proactive error notification.
9. The product must retain a time stamped audit trail of all input actions. The product will provide the ability to attach documents to a case record. These documents will include types such as .doc, spreadsheets, .PDF, .jpg, .bmp, etc.
10. The product must include a standard set of internal reports.
11. The product will provide email notification capabilities.
12. The product will support multiple levels of security defined by User and Role.
13. The product will provide configurable business rules.
14. The product will provide the ability to vary business rules for the completion of case events.
15. The product will provide the ability to export standard letters.
16. The product will allow for the generation of ad hoc reports and SQL statements.
17. The product will provide a configurable dashboard.
18. The product will provide 4 auxiliary data fields per tab.
19. The vendor will provide software maintenance support including technical help desk support between the hours of 8am and 8pm (U.S. east coast time). This will include product upgrades and/or releases. The OHR/ELRWB, OGC Ethics, and SBCR EEO Complaints system administrator designees will provide client side coordination for these activities.
20. The vendor will ensure that the product remains current. The vendor will fully test both software patches and upgrades prior to installation.
21. The vendor will provide training for 4 users and one (1) administrator per application module.
22. The vendor will provide five (5) full sets of user and training documentation per application module. Documentation may be delivered in softcopy format.
23. The vendor will provide support for initial product installation and configuration.
24. NRC will identify personnel to perform User Acceptance Testing of the product's operational capability. The vendor will provide support for this acceptance testing.

Requirements Specific to the Labor Relations Software Module

1. The HR/ELRWB automation platform must be a web-based COTS product.
2. The product will provide the ability to create, manage, track and report on Labor Relations/Employee Relations cases.
3. The product will support on screen searching and selection criteria by any of the following: Case number, Last Name and Source Location.
4. The product will provide the ability to view search results.
5. The product will generate/maintain a unique case number designed to NRC specifications.

Requirements Specific to the Ethics Management Software Module

1. The OGC automation platform must be a web-based COTS product.
2. The product will provide the ability to create, manage, track and report on financial disclosure reports, ethics training, and ethics advice.
3. The product must run under either Windows 2000 (or higher) or UNIX.
4. The product will support a total of approximately 1,000 users or more.
5. The product will support on screen searching and selection criteria by any of the following: Last Name, office, date of filing.
6. The product will generate/maintain a unique identifier for each NRC employee who files a financial disclosure report, takes ethics training, or seeks ethics advice.
7. The product will provide the ability to vary business rules for completion of the ethics requirements.
8. The vendor will provide customized reports, based on OGC requirements.

Requirements Specific to the EEO Complaints Software Module

1. The EEO Complaints automation platform must be a web-based COTS product.
2. The product will provide the ability to collect and capture information on EEO complaints.
3. The product will provide automatic time-sensitive event notification messages and reports.
4. The product must automatically track and retain a time stamped audit trail of all data entry input, updates and modifications.
5. The product will create formal and informal complaint cases, with the ability to edit inputs to all fields after initial input.
6. The product will create class-action complaint case from scratch or by combining existing individual cases.
7. The product will split a class-action case into separate complaints.
8. The product will assign a case to a counselor and case manager.
9. The product will generate/maintain a unique case number for informal and formal complaints, designed to NRC specifications.
10. The product will provide configurable business rules.
11. The product will provide the ability to vary business rules for the completion of case events.
12. The product will provide the ability to export standard letters (Acknowledgement letters, notification to Complainants/representatives/investigators), within preset parameters.
13. The product will produce statutory and regulatory reports formatted to federal requirements for the EEOC 462 and 715 reports, and the NO- FEAR Act quarterly, semi-annual and annual, and multi-year reports.
14. The vendor will provide customized reports, based on SBCR requirements.

15. The product will track data entry, updates and modifications to complaints, referenced by user ID.
16. The product will track fees associated with processing complaint.



Price Schedule for NRC-DR-33-08-397

icomplaints Base Year Cost

SIN	CLIN	icomplaints License Cost	Cost
132 - 33	NA	icomplaints Application – 5 concurrent users	\$24,817.75
132 - 33	NA	icomplaints NO FEAR Module – 5 concurrent users	\$7,556.25
132 - 34	NA	icomplaints Annual Support & Upgrade Subscription	\$3,722.66
132 - 34	NA	icomplaints NO FEAR Module Annual Support & Upgrade Subscription	\$1,511.25
License Sub Total			\$37,607.91
Less 10% License Discount			(\$3,760.79)
License Sub Total After Discount			\$33,847.12

SIN	CLIN	icomplaints Professional Service Cost	Labor Category	Hours	Rate	Cost
132 - 50	NA	½-Day Training for up to 5 Users and 1 Administrator at MicroPact Training Facility	NA	NA	NA	Included
132 - 51	342	Installation Support	Sr Systems Analyst	8	\$106.35	\$850.80
132 - 51	342	Business Analysis and Requirements	Sr Systems Analyst	80	\$106.35	\$8,508.00
132 - 51	342	Business Requirements Configuration and Implementation	Sr Systems Analyst	80	\$106.35	\$8,508.00
132 - 51	103	Project Management	Project Manager	32	\$112.22	\$3,591.04
Professional Service Sub Total						\$21,457.84
Less 10% Professional Service Discount						(\$2,145.78)
Professional Service Sub Total After Discount						\$19,312.06

icomplaints Total Base Year Cost						\$53,159.18
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everisty Base Year Cost

SIN	CLIN	everisty License Cost	Cost
132 - 33	NA	everisty Application – 3,500 employee records	\$2,725.10
132 - 33	NA	everisty entellitrak Report Builder Module	\$7,556.25

132 - 34	NA	eversity Application Annual Support & Upgrade Subscription	\$408.77
132 - 34	NA	eversity entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
License Sub Total			\$12,201.37
Less 10% License Discount			(\$1,220.14)
License Sub Total After Discount			\$10,981.23

SIN	CLIN	eversity Professional Service Cost	Labor Category	Hours	Rate	Cost
132 - 50	NA	½-Day Training for up to 5 Users and 1 Administrator	NA	NA	NA	Included
132 - 51	342	Installation Support	Sr Systems Analyst	8	\$106.35	\$850.80
132 - 51	342	HR Data Feed and Translation Script	Sr Systems Analyst	80	\$106.35	\$8,508.00
132 - 51	342	Business Analysis and Requirements	Sr Systems Analyst	80	\$106.35	\$8,508.00
132 - 51	342	Business Requirements Configuration and Implementation	Sr Systems Analyst	80	\$106.35	\$8,508.00
132 - 51	103	Project Management	Project Manager	32	\$112.22	\$3,591.04
Professional Service Sub Total						\$29,965.84
Less 10% Professional Service Discount						(\$2,996.58)
Professional Service Sub Total After Discount						\$26,969.26

eversity Total Base Year Cost	\$37,950.49
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entellitrak LR Base Year COST

SIN	CLIN	entellitrak LR Edition License Cost	Cost
132 - 33	NA	entellitrak LR Edition Application – 5 concurrent users	\$35,262.50
132 - 33	NA	entellitrak LR Edition Report Builder Module – 5 concurrent users	\$7,556.25
132 - 34	NA	entellitrak LR Edition Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak LR Edition Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
License Sub Total			\$51,382.50
Less 10% License Discount			(\$5,138.25)
License Sub Total After Discount			\$46,244.25

SIN	CLIN	entellitrak LR Professional Service Cost	Labor Category	Hours	Rate	Cost
132 - 50	NA	½-Day Training for up to 5 Users and 1 Administrator	NA	NA	NA	Included
132 - 51	342	Installation Support	Sr Systems Analyst	8	106.35	\$850.80
132 - 51	342	Certification and Accreditation Support	Sr Systems Analyst	40	106.35	\$4,254.00
132 - 51	342	Integration with Personnel System	Sr Systems Analyst	80	106.35	\$8,508.00

132 -51	342	Business Analysis and Requirements	Sr Systems Analyst	80	106.35	\$8,508.00
132 -51	342	Business Requirements Configuration and Implementation	Sr Systems Analyst	80	106.35	\$8,508.00
132 - 51	103	Project Management	Project Manager	32	112.22	\$3,591.04
Professional Service Sub Total						\$34,219.84
Less 10% Professional Service Discount						\$3,421.98
Professional Service Sub Total After Discount						\$30,797.86
entellitrak LR Total Base Year Cost						\$77,042.11

entellitrak EM Base Year Cost

SIN	CLIN	entellitrak EM Edition License Cost	Cost
132 - 33	NA	entellitrak EM Edition Application – 5 concurrent users	\$35,262.50
132 - 33	NA	entellitrak EM Edition Report Builder Module – 5 concurrent users	\$7,556.25
132 - 33	NA	efiling Module (pricing is based on 5 concurrent users to entellitrak EM Edition Application; efile	\$23,172.50
132 - 34	NA	entellitrak EM Edition Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak EM Edition Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	efiling Module Annual Support & Upgrade Subscription	\$4,634.50
License Sub Total			\$79,189.50
Less 10% License Discount			(\$7,918.95)
License Sub Total After Discount			\$71,270.55

SIN	CLIN	entellitrak EM Professional Service Cost	Labor Category	Hours	Rate	Cost
132 - 50	NA	½-Day Training for up to 5 Users and 1 Administrator	NA	NA	NA	Included
132 - 51	342	Installation Support	Sr Systems Analyst	8	\$106.35	\$850.08
132 - 51	342	Business Analysis and Requirements	Sr Systems Analyst	80	\$106.35	\$8,508.00
132 - 51	342	Business Requirements Configuration and Implementation	Sr Systems Analyst	80	\$106.35	\$8,508.00
132 - 51	103	Project Management	Project Manager	32	\$112.22	\$3,591.04
Professional Service Sub Total						\$21,457.12

Less 10% Professional Service Discount	(\$2,145.71)
Professional Service Sub Total After Discount	\$19,311.41

entellitrak EM Total Base Year Cost	\$90,581.96
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LEES Total Base Year Cost	\$258,733.74
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SIN	CLIN	Option Year 1	Cost
132 - 34	NA	entellitrak LR Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	entellitrak EM Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	entellitrak eFiling Module Annual Support & Upgrade Subscription	\$4,634.50
132 - 34	NA	icomplaints Annual Support & Upgrade Subscription	\$3,722.66
132 - 34	NA	icomplaints NO FEAR Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	eversity Application Annual Support & Upgrade Subscription	\$408.77
132 - 34	NA	eversity entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
Option Year 1 Cost			\$28,915.93

SIN	CLIN	Option Year 2	Cost
132 - 34	NA	entellitrak LR Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	entellitrak EM Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	entellitrak eFiling Module Annual Support & Upgrade Subscription	\$4,634.50
132 - 34	NA	icomplaints Annual Support & Upgrade Subscription	\$3,722.66
132 - 34	NA	icomplaints NO FEAR Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	eversity Application Annual Support & Upgrade Subscription	\$408.77
132 - 34	NA	eversity entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
Total Option Year 2 Cost			\$28,915.93

SIN	CLIN	Option Year 3	Cost
132 - 34	NA	entellitrak LR Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25

132 - 34	NA	entellitrak EM Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	entellitrak efilng Module Annual Support & Upgrade Subscription	\$4,634.50
132 - 34	NA	icomplaints Annual Support & Upgrade Subscription	\$3,722.66
132 - 34	NA	icomplaints NO FEAR Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	eversity Application Annual Support & Upgrade Subscription	\$408.77
132 - 34	NA	eversity entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
Total Option Year 3 Cost			\$28,915.93

SIN	CLIN	Option Year 4	Cost
132 - 34	NA	entellitrak LR Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	entellitrak EM Annual Support & Upgrade Subscription	\$7,052.50
132 - 34	NA	entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	entellitrak efilng Module Annual Support & Upgrade Subscription	\$4,634.50
132 - 34	NA	icomplaints Annual Support & Upgrade Subscription	\$3,722.66
132 - 34	NA	icomplaints NO FEAR Module Annual Support & Upgrade Subscription	\$1,511.25
132 - 34	NA	eversity Application Annual Support & Upgrade Subscription	\$408.77
132 - 34	NA	eversity entellitrak Report Builder Module Annual Support & Upgrade Subscription	\$1,511.25
Total Option Year 4 Cost			\$28,915.93

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

<p>1. CONTRACTOR NAME AND ADDRESS</p> <p>MicroPact 2250 Corporate Park Drive, Ste. 400 Herndon, VA 20171</p>	<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p> <p style="text-align: center;">RS-OIS-08-397</p>	<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">B. PROJECTED START DATE</td> <td style="width: 50%; text-align: center;">C. PROJECTED COMPLETION DATE</td> </tr> <tr> <td style="text-align: center;">11/01/2008</td> <td style="text-align: center;">04/30/2009</td> </tr> </table>		B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE	11/01/2008	04/30/2009	
B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE					
11/01/2008	04/30/2009					

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

A. DOES NOT APPLY	B. CONTRACT NUMBER	DATE
<input checked="" type="checkbox"/>		

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Labor Relations, Ethics, and EEO Complaints Software (LEES) Implementation - purchase of COTS software and installation, configuration, and business analysis technical support.

5. PERFORMANCE WILL REQUIRE	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
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.)					
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>				
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>				
3. GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>				
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>				
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>				
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>				
7. OTHER (Specify)	<input type="checkbox"/>				

B. IS FACILITY CLEARANCE REQUIRED? YES NO

- | | |
|---|---|
| C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS. | G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC. |
| D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION. | H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES. |
| E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA. | I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS. |
| F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING. | J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS. |

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

NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.

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 <i>Kay Mebes, IT Specialist</i>	SIGNATURE <i>Kay Mebes</i>	DATE <i>9/19/08</i>
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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 James C. Corbett	SIGNATURE <i>[Signature]</i>	DATE <i>9/19/08</i>
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber <i>for</i>	SIGNATURE <i>[Signature]</i>	DATE <i>9/23/08</i>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Phyllis Bower	SIGNATURE <i>[Signature]</i>	DATE <i>9/25/08</i>

REMARKS

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

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

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

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

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

R:\txtselden\billing instructions FP revised 2008

MICROPACT ENGINEERING, INC
SOFTWARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into as of 9/30/2008 ~~2007~~, by and between MICROPACT ENGINEERING, INC., a Virginia corporation having its principal offices at 2250 Corporate Park Drive, Suite 400, Herndon, VA 20171 hereinafter referred to as "MicroPact" or "Licensor" and

U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

Hereinafter referred to as "Licensee."

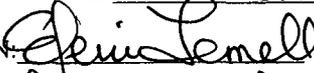
Licensee agrees to be bound by these terms and conditions, and agrees to purchase from MicroPact, and MicroPact hereby agrees to provide to Licensee, a software license to use entelliTrak[®] software application ("the Program" or "Licensed Software") as provided by MicroPact.

This Agreement consists of this page, Schedule A (Terms and Conditions), Schedule B (Support Agreement), and Schedule C (Statement of Work as included in the contract),

MICROPACT AND LICENSEE, HAVING READ THIS AGREEMENT AND THE REFERENCED SCHEDULES AND ANY ADDENDA CONSTITUTING A PART HEREOF, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN.

AGREED TO
BY:
U.S. NUCLEAR REGULATORY COMMISSION

ACCEPTED IN HERNDON, VIRGINIA
MICROPACT ENGINEERING, INC.

PRINT NAME: ELENI TERWELL
SIGN: 
TITLE: CONTRACTING OFFICER
DATE: 9/30/08

PRINT NAME: KRIS CULLO
SIGN: 
TITLE: President
DATE: 9/30/08

WHEREAS, LICENSOR has designed, developed, purchased or configured certain computer software systems which LICENSOR has designated as entelliTrak[®] Software and has used such software in support of commercial and government programs; and

WHEREAS, LICENSOR and LICENSEE desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and further that the relationship between LICENSOR and LICENSEE regarding the subject matter of this Agreement shall be solely governed and determined according to this Agreement; and

WHEREAS, LICENSEE desires to acquire from LICENSOR and LICENSOR wishes to grant to LICENSEE a non-exclusive license to use the entelliTrak[®] Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

1. INCORPORATION OF RECITALS

The Recitals set forth above are incorporated in and made a part of this Agreement by reference. Each of the Parties agrees that this Agreement has been entered into for and in consideration of the inducements contained in those Recitals as well as those contained in the balance of this Agreement.

A. TERMS AND CONDITIONS

I. ORIGIN OF LICENSED SOFTWARE

The Parties expressly agree that entelliTrak[®] is derived from software developed by Licensor or by contractors or subcontractors of Licensor, under the specification, direction and control of Licensor and which has been or may be in the future reconfigured for utilization in one or more programs. The Parties also expressly agree that ownership of the Licensed Software resides in Licensor together with all intellectual property rights pertaining thereto including copyright, trade secret, or patent. MicroPact shall have sole and exclusive ownership of all right, title, and interest in and to the Program(s) and User Materials, all copies thereof, and all modifications, derivatives and enhancements thereto (including ownership of all copyrights, trade secrets, inventions, trade or product names and other intellectual property rights pertaining thereto), subject only to the right and License expressly granted to Licensee herein. This Agreement does not provide Licensee with title or ownership of the Program(s), but only a right of limited use as defined herein. Moreover, this Agreement does not provide Licensee with permission or a license to any third party programs or materials that may be used in conjunction with the Programs. The Program(s) and End User Materials contain proprietary and trade secret information of MicroPact and Licensee agrees to keep the Program(s) and End User Materials strictly confidential.

II. LICENSE GRANT

This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to install and use one copy of the specified object code version of the MicroPact software product identified in the Statement of Work ("Program" or "SOW") on a single registered computer (CPU) located at the Designated Location as defined in the SOW and related documentation, specifications and other support materials, as provided ("Documentation") for which the appropriate fee ("License Fee") was paid, provided the Program is in use on only one registered CPU at any time by only the number of users for which Licensee has paid a License Fee for its own internal business use. Concurrent use on two or more CPUs is only authorized to the extent that Licensee has acquired such authorization by the payment of the appropriate [server-based] License Fees. If the anticipated number of users of the Program will exceed the number of applicable Licenses, then Licensee must have a reasonable mechanism or process in place to assure that the number of persons using the Program concurrently does not exceed the number of Licenses. Licensee may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations.

III. AUTHORIZED USE

* Licensee agrees that all activities with regard to the Licensed Software shall at all times comply with applicable United States and any state, county or local government laws.

* Object Code: The Program(s) are provided in and may be used in machine-readable object code form only. In no event does this license permit Licensee to reverse-compile or in any way reverse-engineer the object code Program into source code.

* Back-up Copies: Licensee may make one (1) copy of each Program in machine-readable, object code form for nonproductive archival, or backup purposes only, provided that Licensee reproduces and includes MicroPact's copyright and other intellectual property notices. Each backup copy must be stored in a safe and secure location and its contents must be kept confidential. All copies of all Programs must be returned to MicroPact, or their destruction certified, upon MicroPact's request. Licensee shall have no other right to copy, in whole or in part, the Licensed Software. Any copy of the software made by Licensee shall be the exclusive property of Licensor.

* End-User Materials: End-User Materials that are delivered with the Program(s) contain the technical specifications for the use and operation of each Program and are provided solely to support Licensee's authorized use of the Program(s). Licensee may not use, copy, modify, or distribute the End-User Materials, or

any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by MicroPact by separate written agreement.

IV. DELIVERY AND ACCEPTANCE

Licensor agrees to deliver to Licensee the current version of the Licensed Software as described in the Statement of Work. Licensor shall have no obligation to maintain or to make any Enhancements to the Licensed Software except as set forth in the SOW (Schedule C). Licensor will also deliver to Licensee the electronically formatted documentation manual relating to the Licensed Software as enumerated in the Statement of Work. Except for delivery of the Licensed Software and materials as provided in this paragraph, Licensor shall have no further or continuing obligations to Licensee under this Agreement, including any obligation concerning support, support services, training, installation, debugging, updates, Enhancements, or any further services whatsoever.

MicroPact will use commercially reasonable efforts to ensure delivery of each Program in accordance with the Delivery Schedule. MicroPact will not be responsible for delays caused by events or circumstances beyond its reasonable control or delays caused or related to Licensee's delay or its failure to meet its obligations under this Agreement.

The Parties hereby agree installation of the application constitutes acceptance.

V. FEES AND OTHER CHARGES

* **License Fees.** Unless otherwise provided in the SOW (Schedule C). Licensee agrees to pay the License Fees for Licensee's License of a Program upon shipment of the Program. If additional License Fees are specified for a Program (e.g., annual License Fees or incremental License Fees for multi-copy or LAN Licenses), a modification or purchase order may issued to purchase such additional licenses.

* **Other Charges.** License Fees do not include installation services, training services, travel and living expenses for installation and training, file conversion costs, optional products and services or consulting services requested by Licensee, or the costs of any recommended hardware. If professional services are included in the SOW and price proposal, Licensee agrees to pay a proper invoice as set forth in the Prompt Payment Act. MicroPact reserves the right to request a modification or purchase order for additional service fees if an operator seeks MicroPact's assistance outside the scope of this Agreement.

* **Late Charges.** With respect to late payments, the parties will abide by the Prompt Payment Act, 31 USC 3901-3907.

* **Support and Consulting.** In order for MicroPact to provide software support for the Program, Licensee must purchase annual support at 20% of the software license base price. MicroPact shall have no responsibility to maintain the Program unless Licensee purchases annual support provided by MicroPact. In the event that Licensee requests consulting services that are beyond the scope of this Agreement and MicroPact's then prevailing standard support policies and procedures, MicroPact may provide such services or recommend appropriate outside consultants. In all cases, fees for such services will be charged at MicroPact's standard rates and Licensee will be responsible for paying all associated charges, including any travel, lodging and per diem expenses incurred by MicroPact employees and/or agents.

* **Payment.** Payments to Licensor shall be mailed to: MicroPact Engineering, Inc., Attn: Accounts Receivable, 2250 Corporate Park Drive, Suite 400, Herndon, VA 20171.

VI. CUSTOMER RESPONSIBILITIES

Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. MicroPact shall not be liable for any such errors, omissions, delays, or losses, unless caused by the willful misconduct of its employees. Licensee is responsible for adopting reasonable measures to limit the

impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Licensee is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

In addition, Licensee is responsible for the following actions:

- a) Supplying all hardware, software, integration components and environmentally sound location(s) required to support intended product performance as described in product literature.
- b) Supplying skilled personnel to support the application's performance while in use at Licensee's site(s), including any applicable technical and/or administrative training required.
- c) Maintaining strict control of all copies of the Program and related documentation. Customer shall promptly notify MicroPact of any change in the registered computer(s) or designated location covered by this Agreement and noted in the SOW.
- d) Maintaining the confidentiality of the Program(s) and related documentation from all Third Parties.

VII. LIMITATIONS OF USE

Licensee may not use, copy, modify, or distribute the Program(s) (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by MicroPact, an applicable Statement of Work, or a separate written agreement signed by MicroPact. Licensee may not reverse assemble, reverse compile, or otherwise translate the Program(s). Licensee's License may not be transferred, leased, assigned, or sublicensed without MicroPact's prior written consent, except for a transfer of the Program(s) in their entirety to a successor in interest of Licensee's entire business who assumes the obligations of this Agreement and whose computer is duly registered with MicroPact. The Program(s) shall be installed only at a location approved by MicroPact ("Designated Location") and shall not be transferred to any other location without MicroPact's prior written consent (which will not be unreasonably withheld), provided that Licensee may transfer the Program(s) to another location temporarily in the event of an interruption of computer operations at the Designated Location(s). Licensee authorizes MicroPact to enter Licensee's premises in order to inspect the Program(s) during regular business hours consistent with federal law and Licensee's security policies to verify compliance with the terms of this Agreement. Licensee further agrees to make its personnel available to MicroPact in order to reasonably assist in its compliance investigation.

VIII. WARRANTY

Effective on the first day of the License period, for a period of ninety (90) days, MicroPact warrants that the Program, when operated with the equipment configuration and in the operating environment specified by MicroPact, will perform substantially in accordance with the technical specifications included or referred to in the applicable Statement of Work. The ninety (90) day period shall commence on the date of installation at licensee's facility. MicroPact does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide MicroPact with sufficient detail to allow MicroPact to reproduce the defect or error. Licensee's exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as MicroPact's entire liability in contract, tort, or otherwise, MicroPact will correct such error or defect at MicroPact's facility by issuing corrected instructions, a restriction, or a bypass or any other correction technique in its sole discretion. If MicroPact is unable to correct such defect or error after a reasonable opportunity, MicroPact will refund the License Fees paid for such Program. However, MicroPact is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program which Licensee has modified, misused, or damaged or installed on a non-registered computer or in a non-designated location. EXCEPT AS SET FORTH ABOVE IN THIS SECTION 8, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OTHERWISE CONTAINED HEREIN. THE PROGRAM(S) AND ANY SERVICES RELATED THERETO ARE PROVIDED "AS IS", WITH ALL FAULTS, AND MICROPACT DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, MICROPACT SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE.

IX. LIMITATION OF LIABILITY

The cumulative liability of MicroPact to Licensee for all claims for direct damages relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to MicroPact for the relevant Program(s) or services within the prior year. This limitation shall not apply to the indemnification provided in Section 10. **In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.** FAR 52.212-4 (p) is hereby incorporated by reference.

X. INDEMNIFICATION

If a third party claims that the Program(s) infringes any U.S. patent, copyright, or trade secret, MicroPact will (as long as Licensee is not in default under this Agreement or any other agreement with MicroPact) defend Licensee against such claim at MicroPact's expense and pay all damages that a court finally awards, provided that Licensee promptly notifies MicroPact in writing of the claim, and allows MicroPact to control, and cooperate with MicroPact in, the defense or any related settlement negotiations. If such a claim is made or appears possible, MicroPact may, at its option, secure for Licensee the right to continue to use the Program(s), modify or replace the Program(s) so they are noninfringing, or, if neither of the foregoing options is available in MicroPact's sole judgment, require Licensee to return the Program(s) for a credit equal to the previously paid License Fees for the Program. However, MicroPact has no obligation for any claim based on a modified version of the Program(s) or its combination, operation, or use with any product, data, or apparatus not provided by MicroPact. **THIS PARAGRAPH STATES MICROPACT'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

XI. DEFAULT

Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with MicroPact, MicroPact may, at its option, pursue remedy in accordance with the Contract Disputes Act, 41 USC 601-613.

XII. TERMINATION

MicroPact may terminate this Agreement upon providing Licensee with thirty (30) days prior written notice in cases other than default. Upon termination of this Agreement as a result of Licensee's default, or upon expiration of the Program(s) License Term, Licensee's License will terminate and Licensee shall be required to return or certify destruction, as requested by MicroPact, all copies of the Program(s) in Licensee's possession (whether modified or unmodified) and all other materials pertaining to the Program(s), including all copies thereof. Licensee agrees to certify its compliance with such requirement upon MicroPact's request. Any use of the Program(s) or the End-User Materials after termination will be considered infringement.

XIII. NOTICES

All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

Notices should be addressed to MicroPact Engineering, Inc., Attn: Contracts, 2250 Corporate Park Drive, Suite 400, Herndon, VA 20171.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with applicable federal law. It is acknowledged and understood that the Licensee is a federal agency of the United States government. Accordingly, and notwithstanding any other terms or conditions contained in this agreement, the Agreement is subject to federal law, and remedies, procedures, disputes and payment provisions contained under the Federal Acquisitions Regulations (FAR). Agreement terms that are inconsistent with or contrary to federal law and the FAR are deemed inapplicable and superceded. This agreement is subject to availability of appropriated funds and agency budget priorities.

XV. MODIFICATIONS AND WAIVERS

This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

XVI. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

XVII. INTEGRATION

This document, including the attached the SOW (Schedule C), constitutes the final expression of the parties' agreement pertaining to the Program, is a complete and exclusive statement of the terms of that agreement, and supersedes all prior communications, either written or oral, between the parties pertaining to the subject matter of this Agreement. This Agreement shall not be modified or terminated, except in writing signed by each party hereto. Notwithstanding any provisions to the contrary in any subordinate documents or elsewhere, including, but not limited to, any purchase order(s) issued by Licensee, no provisions of any other document or statements of Licensor representatives which are in addition to or inconsistent with or otherwise vary this Agreement shall be binding upon Licensor unless expressly agreed to in writing by a corporate officer of Licensor, which writing specifically refers to this Agreement and states that it is intended to amend, modify or terminate this Agreement.

XIX. CONFIDENTIALITY AND NON-DISCLOSURE

- a) Licensee acknowledges that title and full ownership rights to the Licensed Software remains with Licensor and that Licensee acquires only the right to use or sublicense the Licensed Software according to the terms of this Agreement.
- b) Licensee acknowledges that Licensed Software, by virtue of not being generally publicly available, comprises information, which Licensor does not wish to have disclosed without restriction, or misused, and as such is considered valuable proprietary information and trade secrets of Licensor. To protect the proprietary rights of Licensor, Licensee agrees to receive, hold, and protect the Licensed Software in strict confidence and agrees that it will not disclose any part of the Licensed Software in any form to any third party including employees or consultants of the Licensee unless such party shall agree to use and protect such Licensed Subject Matter according to the same or similar terms of this Agreement. Licensee agrees to instruct persons having access to the Licensed Software of the confidential and restricted use as appropriate, as a part of its duty to hold the Licensed Subject Matter in strict confidence.

Licensee further agrees to use its best efforts to prevent unauthorized access to the Licensed Software.

- c) If Licensee uses or discloses any part of the Licensed Software in contravention of any provision of this Agreement, Licensor shall be entitled to terminate this Agreement and to demand the return of the Licensed Software, all copies or duplications, and all materials furnished by Licensor or copies thereof, and to enter Licensee's premises and remove the Licensed Software at any reasonable time during normal working hours, consistent with Licensee's security regulations.

B. SUPPORT

1. **General.** "Licensee " means the single end-user customer organization. The License, granted hereunder shall extend to Licensee's wholly owned subsidiaries.
2. **Support.** MicroPact agrees to provide annual support of Program delivered to Licensee pursuant to this Agreement. Licensee agrees to subscribe to the Annual Support Agreement unless a written notification of termination is submitted to MicroPact prior to commencement of annual support anniversary date.
3. **Upgrades.** MicroPact shall provide Licensee (i) all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Program which are generally made available to other customers of MicroPact.
4. **Telephone Support.** MicroPact shall provide telephone support so as to allow Licensee to report problems and to seek assistance in the use of the Program. Upon receipt of the initial call MicroPact will provide a maintenance call identification number. MicroPact shall return support calls within a commercially reasonable time, normally one (1) hour, after receipt of Licensee's call. During this call back, MicroPact will employ reasonable commercial efforts to either resolve the problem or provide Licensee with an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem. MicroPact may, upon request, provide Licensee with a beeper number to contact for support during weekday and weekend hours that are outside the telephone support hours of operation.
5. **Major Defect.** When Licensee reports a major defect to MicroPact using the MicroPact hotline, MicroPact shall immediately proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such major defect and (ii) unless the major defect is corrected within forty-eight hours of MicroPact's receipt of Licensee's report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the major defect on the operation of the Program until the major defect is corrected.
6. **Minor Defect.** When Licensee reports a minor defect to MicroPact using the MicroPact hotline, MicroPact shall within a commercially reasonable time initiate efforts to (i) recreate and correct such minor defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the minor defect on the operation of the Program until the minor defect is corrected.
7. **Documentation.** MicroPact will provide to Licensee, at MicroPact's option, either in hard copy or by electronic media updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to Program.
8. **Supported Versions.** MicroPact shall not be responsible for correcting Defects in any version of the Program other than the most recent release of the Program, provided that MicroPact shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.
9. **Customer Responsibilities.** MicroPact shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee's Equipment, (B) software not licensed pursuant to this Agreement, (C) Abnormal Use, or (D) any other cause not attributable to MicroPact; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform consulting services that would normally be provided at Licensee's business location.