

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.
33-09-342

PAGE 1 OF 32

| | | | | |
|---------------------------------------|---|-------------------------------------|-------------------------------------|------------------------------|
| 2. CONTRACT NO. NRC-33-09-342 | 3. AWARD/EFFECTIVE DATE October 23, 2008 | 4. ORDER NO. | 5. SOLICITATION NUMBER 33-08-347 | 6. SOLICITATION ISSUE DATE |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NO. (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME |

| | | | |
|--|-----------|--|---|
| 9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple (CMB3) Mail Stop TWB-01-B10M Washington, DC 20555 | CODE 3100 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: SIZE STANDARD: | <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) |
|--|-----------|--|---|

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|---|--------------------|--|--------------------|---|
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING N/A | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP |
|---|--------------------|--|--------------------|---|

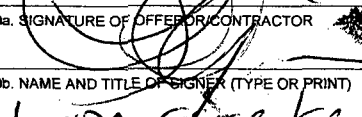
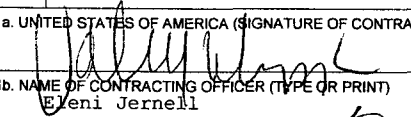
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| 15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555 | CODE | 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop TWB-01-B10M Washington, DC 20555 | CODE 3100 |
|---|------|---|-----------|

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|--|------|---------------|---|-----------|
| 17a. CONTRACTOR/OFFEROR INTERNATIONAL BUSINESS MACHINES CORPORATION IBM 6710 ROCKLEDGE DR BETHESDA MD 208171826 TELEPHONE NO. | CODE | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 | CODE 3100 |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| | <p>The contractor shall provide the U.S. Nuclear Regulatory Commission with "ADAM Software Services" in accordance with:</p> <ol style="list-style-type: none">1. Terms and Conditions Attached Hereto2. Terms and Conditions Equivalent to GSA Contract No. GS-35F-4984H3. Price Schedule4. Statement of Work (Under Section D) <p>DUNS: 835130485</p> <p>Contract Type: IDIQ, Task Ordering Type Contract with provisions for issuance of both Fixed Price and Time and Material Task Orders.</p> <p>Period of Performance: October 23, 2008 - October 16, 2009 with two (2) one year option periods.</p> <p>Estimated Base Year Ceiling: \$1,155,700.00 (includes Not to Exceed Travel Amount of \$4,000.00)</p> <p>Estimated Option Year 1 Ceiling: \$1,007,368.00 (includes Not to Exceed Travel Amount of \$4,000.00)</p> <p>Estimated Option Year 2 Ceiling: \$698,400.00 (includes Not to Exceed Travel Amount of \$4,000.00)</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p> | | | | |

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| 25. ACCOUNTING AND APPROPRIATION DATA See Page 2 for more information | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,155,700.00 |
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| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA | <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>two (2)</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: |

| | |
|--|--|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) LINDA GIFFORD, Sr. Contracts | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Eleni Jernell Contracting Officer |
| 30c. DATE SIGNED 10/28/08 | 31c. DATE SIGNED 10/28/08 |

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

NOV 05 2008

ADM002

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SECTION B - CONTINUATION BLOCK**B.1 PRICE/COST SCHEDULE****BASE YEAR:** (October 23, 2008 – October 16, 2009)

| ITEM NO. | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT PRICE | AMOUNT |
|-----------------|--|-----|------------|-----------------------|
| 1 | SENIOR SYSTEM ENGINEER (ARCHITECT) | | | \$122,360.00 |
| 2 | SENIOR SYSTEM ENGINEER | | | \$1,015,170.00 |
| 3 | SENIOR PROGRAM OFFICE SUPPORT SPECIALIST | | | \$4,480.00 |
| 4 | PROJECT MANAGER | | | \$9,690.00 |
| | TRAVEL (Not to Exceed) | | | <u>\$4,000.00</u> |
| GRAND TOTAL --- | | | | <u>\$1,155,700.00</u> |

OPTION YEAR ONE: (October 23, 2009 – October 16, 2010)

| ITEM NO. | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT PRICE | AMOUNT |
|-----------------|--|-----|------------|-----------------------|
| 1 | SENIOR SYSTEM ENGINEER | | | \$989,400.00 |
| 2 | SENIOR PROGRAM OFFICE SUPPORT SPECIALIST | | | \$4,656.00 |
| 3 | PROJECT MANAGER | | | \$9,312.00 |
| | TRAVEL (Not to Exceed) | | | <u>\$4,000.00</u> |
| GRAND TOTAL --- | | | | <u>\$1,007,368.00</u> |

OPTION YEAR TWO: (October 23, 2010 – October 16, 2011)

| ITEM NO. | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT PRICE | AMOUNT |
|-----------------|--|-----|------------|---------------------|
| 1 | SENIOR SYSTEM ENGINEER | | | \$680,000.00 |
| 2 | SENIOR PROGRAM OFFICE SUPPORT SPECIALIST | | | \$4,800.00 |
| 3 | PROJECT MANAGER SUPPORT SPECIALIST | | | \$9,600.00 |
| | TRAVEL (Not to Exceed) | | | <u>\$4,000.00</u> |
| GRAND TOTAL --- | | | | <u>\$698,400.00</u> |

GRAND TOTAL FOR 3 YEARS (IF ALL OPTIONS ARE EXERCISED): **\$2,861,468.00**

SECTION C - CONTRACT CLAUSES**C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4).)
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ☒ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☒ (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ☐ (ii) Alternate I (Aug 2007) of 52.222-50.
- ☐ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

- ☐ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)
- ☐ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☐ (28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- ☐ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☐ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ☐ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

□ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

□ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

C.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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

C.5 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

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

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre- screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

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

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

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

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

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a

temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

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

(End of Clause)

C.6 SEAT BELTS

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

C.7 COMPLIANCE WITH U.S. IMMIGRATION LAW 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)

C.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their

employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

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

C.9 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Ron Deavers

Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike, MS: O6D-3M
Rockville, MD 20852

Telephone Number: 301-415-7301

Email: ron.deavers@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.

C.10 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

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

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

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

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

C.11 2052.216-72 TASK ORDER PROCEDURES

a. Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;

- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

b. Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

c. Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

d. Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

C.12 ACCELERATED TASK ORDER PROCEDURES

a. The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

b. When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a proposal. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

C.13 2052.204-70 SECURITY

- (a) Contract Security and/or Classification Requirements Form. The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" and MD 12.5, "NRC Automated Information Systems 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 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.
- (b) It is the contractor's duty to safeguard 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 safeguarding 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, proprietary data (trade secrets) 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 agrees to hold the information in confidence and not to 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 Security and the contracting officer. These changes will be under the authority of the changes clause.
- (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 12356 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:

- (1) design, manufacture, or utilization of atomic weapons;
 - (2) the production of special nuclear material; or
 - (3) 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) Security clearance personnel. 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.
- (i) 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 12356.)
- (j) 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.
- (k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.14 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL

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

SECURITY REQUIREMENTS FOR 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. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the project officer to SB/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 (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3, which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the 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 under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

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) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract may 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. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the project officer to the NRC SB/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 (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the 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 under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See SOW for List of Attachments) 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 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the project officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the project officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified 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 access under the NRC Personnel Security Program.

C.15 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

C.16 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES

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 is attached. 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.

C.17 APPROPRIATE USE OF GOVERNMENT-FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT

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 Government-provided IT services, and/or Government-provided 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 Government-furnished IT equipment and Government-provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

C.18 NRC INFORMATION TECHNOLOGY SECURITY TRAINING

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.

C.19 SUPPORT FOR INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

As the provision of the President's Memorandum, "Designation and Sharing of Controlled Unclassified Information (CUI)," dated May 9, 2008, are implemented by the Federal government and NRC, the contractor will be required to adhere to the new CUI Framework provision for designating, marking, safeguarding, and disseminating CUI, as directed by the NRC."

The contractor shall provide support to ensure that NRC security requirements are met, including, but not limited to the following:

- All system modifications must comply with NRC security policies and procedures for a high sensitivity system, as well as federal laws, guidance, and standards to ensure FISMA compliance.
- Since contractor personnel will be processing information at the high sensitivity level as owners of the information, including creating the information profile that states who can access the information, all contractor personnel must have an ADP Security Level-I Clearance.
- All work performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the sensitivity level of the information being processed.
- The contractor shall ensure that its employees, in performance of the contract, receive IT security training in their role (e.g. system administrators must received training in the IT security of the operating system being used, system architect's must have training in IT security architecture).
- The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any protections either designed or developed by the contractor under this contract or otherwise provided by the government. The SSP and other information system security documentation for the contract are considered Sensitive Unclassified Information. The contractor agrees to abide by NRC regulations for handling sensitive unclassified information governed by the NRC's Sensitive Unclassified Non-Safeguards Information program (SUNSI) and NRC's Management Directive 12.5, "NRC Automated Information Security Program."
- The contractors shall only use NRC provided e-mail accounts to send and receive information considered sensitive.
- Separation of duties for the systems must be enforced by the system through assigned access authorizations.
- The information system shall provide only essential capabilities and specifically prohibit and/or restrict the use of specified functions, ports, protocols, and/or services.
- The most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks must be enforced by the system through assigned access authorizations.
- The contractor shall only use licensed software and in-house developed authorized code (including government and contractor developed) on the on the system and for processing government information. Public domain, shareware, or freeware shall only be installed after prior written approval is obtained from the NRC DAA. The contractor shall provide proof of licensing upon request of the contracting officer, the COTR, the SITSOs, or the DAAs.

- All development and testing of the systems shall be performed on a network separate and isolated from the NRC operational network that is protected at the high sensitivity level.
- All system computers must be properly configured and hardened, and comply with all NRC security policies and procedures for a high sensitivity system.
- An independent tester will be required to perform the security test, evaluation, and contingency testing on the system. The contractor shall support NRC in its efforts to certify and accredit the systems under FISMA as a High Impact NRC Major Application and Networked Listed System by assisting with the completion of required security deliverables that include Memorandum of Understandings, Interconnection Security Agreements, Security Categorization, E-Authentication Risk Assessment, Security Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Scenario Execution Report, Corrective Actions Plan and Certification Letter.
- The contractor shall support the NRC in its effort to conduct security tests and evaluation, and contingency tests as needed, to ensure system certification and for continuous monitoring activities. The contractor will provide assistance to the NRC and/or security contractor responsible for developing and performing the test.
- User accounts that have system-level or administrative privileges must have a unique password from all other accounts held by that user, and general user tasks must be performed from a general user account, not from the administrative account.
- The contractor shall not hardcode any passwords into the software unless the password only appears on the server side (e.g. using server-side technology such as ASP, PHP, or JSP).
- All sensitive data being transmitted over a network by the system shall use FIPS 140-2 validated encryption. The contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.
- All media produced must include appropriate markings to indicate the sensitivity of the information contained on the media and the media must be controlled according to that sensitivity.
- The contractor shall meet the Continuous Monitoring requirements identified in NIST Special Publication 800-37.
- The ADAMS and ADAMS Information System Security Officer's (ISSO's) is responsible for the security posture of the system. Any changes to the system security posture must be approved by the ISSO. In addition, any possible change to the security posture of other NRC systems, including the infrastructure or other agency systems must go through a formal change process that includes concurrence by the owners of the systems affected and the SITSO. The contractor shall not make changes to the system's security posture without the appropriate involvement and approval.
- Change management must follow NRC change control policies and procedures. Code must be checked out of the configuration system, modified as necessary and documented, and checked back in through the system configuration manager to produce a new executable. All modifications must be made in the development system and the new executable tested on the test system before the change is accepted.
- The contractor shall keep all system documentation up to date.

C. 20 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery

County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

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

C.21 GOVERNMENT-FURNISHED PROPERTY

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

For Contractor personnel performing work at the NRC headquarters site, the NRC will provide a basic workstation and administrative software necessary for the contractor to work effectively in NRC's network environment. In addition, all applications software necessary to maintain NRC application systems contained in each task order will be provided.

- (b) Only the equipment/property listed above will be provided by the Government. This property is subject to the provisions of the Government-Furnished Property clause under this contract. All other equipment/property required in performance of this contract shall be furnished by the contractor.

C.22 DATA RIGHTS (reference Data Rights clause in GSA Contract No. GS-35F-4984H in its Entirety)

IBM or its suppliers will own the copyright in Materials created as part of a Services transaction that are identified as Type II Materials (as defined in the above referenced GSA Contract). IBM grants Customer an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Customer's Enterprise only) copies of Type II Materials.

C. 23 ANNUALS 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.

C.24 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS

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

C.25 TRAVEL REQUIREMENTS

- (a) Occasional travel to the NRC Headquarters located in Rockville, Maryland shall be required. Local travel expenses will not be reimbursed by the NRC. On-site parking is not available.
- (b) Occasional travel to the NRC Regional locations and remote NRC facilities including State and Local Government facilities and external commercial and government application service providers and application hosting facilities, may be required. All travel, other than local travel, requires the prior approval of the Project Officer.
- (c) Total expenditure for domestic travel (does not include travel to NRC Headquarters) may not exceed the NOT TO EXCEED amounts listed in Section B of this contract, for each year of the period of performance, without the prior approval of the contracting officer. Please note: Profit/fee shall not be added to any travel performed. G&A is included in the travel (not to exceed) line items reflected in the contract. All G&A will be reimbursed in accordance with DCAA approved billing rates.
- (d) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

- (e) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with section 12 of Public Law 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (f) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of the GSA contract if the contractor will be unable to make all of the approved trips and remain within the travel costs and limitations of this contract due to the changes.

C.26 REQUIRED QUALIFICATIONS AND EXPERIENCE

This is an indefinite quantity indefinite delivery task ordering type contract, which includes provisions for issuance of fixed price and time and materials task orders. The time and materials task orders shall include a fixed ceiling amount.

All staff performing activities directly related to the implementation of the requirements of the SOW shall:

- Have in-depth levels of experience with the IBM FileNet ECM software product suite.
- Have appropriate technical credentials/certifications for IBM FileNet ECM software.
- Have direct access to the FileNet Panagon software code base, technical diagrams and schemas.
- Have experience in deployment of IBM's and/or other 3rd party Record Management software, Content Federation Services, Business Process and Workflow management tools.
- Have experience in IBM FileNet ECM and SharePoint integration and other delivery services (such as eForms).
- Have in-depth experience in Windows XP, Windows 2000 Server, Windows 2003 Server, SQL Server, IIS and other software foundations required to implement IBM FileNet ECM based solutions.
- Have in-depth experience in ASP.net, IBM FileNet ECM Application Program Interfaces (API), and Open Documents Management APIs (ODMA).

C.27 TECHNICAL PROJECT MANAGER

The Technical Project Manager may issue technical instructions from time to time during the duration of the task orders. Technical instructions must be within the general statement of work stated in the task order and shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. Any modifications to the scope of work, cost or period of performance of this delivery order or task orders issued thereunder, must be issued by the Contracting Officer and will be coordinated with the Project Officer.

The Technical Project Manager for this order is:

Name: K.G. Golshan
Address: U.S. Nuclear Regulatory Commission

11555 Rockville Pike, Mail Stop: O6D-3M
Rockville, MD 20852

Telephone: (301) 415-5016
E-Mail: kg.golshan@nrc.gov

C.28 52.216-22 INDEFINITE QUANTITY

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in Section R. as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months.

C. 29 52.216-18 ORDERING

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between task order and this contract, the contract shall control.
- (c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued by electronic commerce methods.
- (d) Contractor shall return executed Task Orders to the Contracting Officer.

C.30 52.216-19 ORDER LIMITATIONS

- (a) Minimum order. The minimum order under this indefinite-quantity contract is \$380,200.00. When the Government requires supplies or services covered by this contract in an amount of less than \$380,400.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$1,155,700.00;
 - (2) Any order for a combination of items in excess of \$2,861,468.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK

1. Introduction

About the NRC

The U.S. Nuclear Regulatory Commission's (NRC) primary mission is to protect the environment, public safety and health from the effects of radiation caused by nuclear reactors, materials, waste and storage facilities. NRC also regulates the usage and storage of nuclear material and waste, and the operation and construction of nuclear power plants and storage facilities.

NRC carries out its mission by conducting the following activities:

- **Direction** – Setting and Policymaking
- **Radiation Protection** – Information about radiation and NRC's role in ensuring protection of the public and radiation workers
- **Regulations and Guidance** – Rulemaking, Guidance Development, Generic Communications, Standards Development
- **Oversight** – Inspection, Assessment of Performance, Enforcement, Investigations and Allegations
- **Licensing and Certification** – Licensing, Certification, Decommissioning
- **Operational Experience** – Events Assessment, Generic Issues, Decision Support
- **Research**
- **Advisory Activities**
- **Adjudication (Hearings)**
- **Emergency Preparedness and Response**
- **Nuclear Security and Safeguards**
- **Congressional Affairs** – Interactions with Congress
- **State and Tribal Programs** – Cooperative activities and interactions with Federal, State, and Local Governments, interstate organizations, and Indian Tribes
- **International Programs** – Cooperative activities with other Governments and the international nuclear regulatory community and licensing for nuclear imports and exports

1.1 Background

ADAMS Overview

NRC's Agencywide Documents Access and Management System (ADAMS), the official agency record keeping system, was developed using the FileNet® suite of products (Commercial Off-the-Shelf package), integrated with the ForeMost® records management product to provide both document management and record management functionalities required by the agency. ADAMS is the record keeping system that maintains the official records of the Agency and manages their disposition.

Currently ADAMS is a customized Document Management System, with the International Business Machine's (IBM) FileNet Panagon Integrated Document Management (IDM) foundation. It is comprised of a Distributed IDM Document Services (IDMDS) System with two WAN Nodes, Headquarters and Public. One-way replication is enabled across a firewall that separates the two nodes; three internally accessible Headquarters Libraries replicate to two Public Libraries, which are externally accessible via the Internet by means of Citrix MetaFrame or by Convera's RetrievalWare (web-based) product.

1.2 Contract Objectives

ADAMS is the foundation for the current Agency's enterprise content and record management and the core to all the licensing and license renewal activities. It is vital for ADAMS to function in a manner adequate to meet the Agency's expectations and strategic goals.

In addition to the Yucca Mountain licensing program, reactor ~~re-licensing~~ license renewal and regulatory enforcement activities, the Agency expects an increase in the number of new reactor license applications. In order to automate the document processing of the licensing based materials (Applications, Reactor design documents, Reports, Requests for Additional Information [RAIs], Generic Communications, etc.), and provide the NRC reviewers a collaborative access to these electronically submitted materials and digital assets, continuous functional expansion of ADAMS is required, which at times leads to the integration and inter-operation of ADAMS with other supporting systems (IBM or e.g. MicroSoft). Furthermore, additional new complementary systems and operational procedures have been deployed (such as the Email Capture and the Combined License Application [COLA] Intake systems) that are tightly integrated with ADAMS.

In addition to all mentioned above, and as a matter of course, it is anticipated that new external systems (i.e., currently non-existent or systems not fully developed) will be coming on-line at the agency. These systems will have a direct impact on ADAMS and one or more of its supporting system components, which may result in new requirements for integration and/or interoperations.

This contract is to make certain the continuous availability and interoperability of ADAMS and all its supporting components, by making available the required expertise with the manufacturer authorized access to IBM FileNet Enterprise Content Management (ECM) (this term refers to both IBM ECM and FileNet ECM) proprietary code base and an in-depth knowledge of the internal workings of ADAMS, to extend the life of ADAMS until such time that the Agency's next generation ECM platform is fully implemented, anticipated in 2011.

The ADAMS Main Library has an information sensitivity of high. The high security controls for the ADAMS Main Library will be maintained and validated as an integral part of any work performed under this contract.

2. Scope of Work

The scope of this contract is to provide full ADAMS support for any requirements identified in this contract which will accomplish the following:

2.1. Operation, Customization, Integration and Configuration Support

To provide customization, configuration and integration support in extension of what is covered under the IBM's Annual Licensing Agreement. The scope includes extension of the functionality of ADAMS through customization of the existing IBM FileNet ECM ADAMS Platform and Libraries, and support of the new customized code as articulated below:

- Provide the full customization and integration support of the main IBM FileNet ECM platform, IBM FileNet ECM custom code, base proprietary code and installation of new parts to enhance secured access to the ADAMS main and public libraries using the new standard IBM FileNet ECM technologies.
- Integration, customization and configuration of IBM and/or 3rd party Content Federation Services software to transform content from ADAMS and other sources to provide the unified knowledge and information necessary for reactor licensing and re-licensing activities.

- Integration, customization and configuration of IBM and/or 3rd party Business Process Management Services for ADAMS document processing and automatic content categorization and profiling.
- Integration of ADAMS with MS SharePoint for content delivery and shared content management.
- Integration of ADAMS with IBM and/or 3rd party Record Management Services.
- Integration of ADAMS with IBM and/or 3rd party Email Manager to provide a rule-based capture of emails for the purpose of contention resolution resulting from reactor licensing and re-licensing activities.
- Customization/enhancement of the existing ADAMS platform to integrate with MS Office and MS Outlook and provide necessary support, system configuration and problem resolution/troubleshooting support.
- Open and resolve cases with IBM FileNet ECM on behalf of the NRC.
- Serve as the NRC's technical contact to IBM/FileNet for resolution of cases.
- Provide technical documentation and support to the ADAMS team to update and maintain ADAMS system security by ensuring appropriate levels of security are maintained as the system is modified to integrate with other systems and to provide other capabilities, thus ensuring "high" security controls are implemented and/or maintained during system modifications.

The NRC plans to issue contractor Task Orders at the NRC's discretion to facilitate the implementation of specific recommendations. Such Task Orders may include, but are not limited to:

- Operations and Maintenance
- Technical Customization and Integration Support
- Automatic Content Classification
- Document Intake/Profiles Automation
- Document Processing Automation
- Role-based Content Discovery and Profiling
- Collaborative Access to Content
- Content Federation
- Electronic RAI System New Release
- Generic Comments Tracking System Upgrade
- Extended ADAMS Explorer Upgrade
- E-Mail and Comment Capture Exchange Upgrade
- Hearing File E-Mail Capture Upgrade
- Interim Comment Capture Production Upgrade
- Resolve issues identified in the authority to operate or plan of action and milestones.

2.1.1. Expected Deliverables for Customization, Integration and Configuration Support

The expected deliverables from the Customization, Integration and Configuration Support Task Orders include, but are not limited to:

- An operational support plan and proposed activity schedule indicating the necessary parameters and performance standards deemed appropriate, and agreed to by the NRC, to effectively support the user base within 10 days of contract award.

- Weekly error activity and resolution reports each Thursday.
- Mid-Month Activity Reports indicating system performance status, issues and mitigation, performance statistics, vendor updates, etc., for a specific individual task order, are due on the 15th of each month. These reports shall be transmitted electronically to the Project Officer and the Technical Project Manager with copies to the Division of Contracts.
- Monthly Activity Report indicating system performance status, issues and mitigation, performance statistics, vendor updates, etc., for the total number of awarded task orders (as opposed to a specific task order), on last day of each month. These reports shall be transmitted electronically to the Project Officer and the Technical Project Manager with copies to the Division of Contracts.
- Operational procedures manual to be submitted as final deliverable for each Task Order as applicable.
- Training and practical user work aids to be submitted as final deliverable for each Task Order as applicable.
- Associated artifacts, as articulated and prescribed by the NRC's Project Management Methodology (PMM), that are related to operations and maintenance activities—note that a copy of the PMM Manual will be provided by NRC, including, but not limited to, modified computer code, tests performed and test results, issue resolution documentation, and updated system documentation.

2.2 Research and Development

Provide ECM expertise for developing new technology solutions that will incorporate any of the associated products within the IBM FileNet Suite. This will include providing support for determining integration requirements and mapping to new products that are introduced into the current system configuration.

Expected Deliverables for Research and Development

The expected deliverables from the Research and Development Task Orders include, but are not limited to:

- Scoping documents, development plans, and proposed schedules for individual enhancements, as new requirements are presented.
- Associated artifacts called for by the PMM, as they relate to the system enhancements and or business case. (The PMM Manual is an on-line tool the agency uses, and will be made accessible to the contractor supporting this work.)
- Recommendation documentation for each enhancement or expansion with a Returned Value Analysis (RVA).

2.3 Planning Input

Advise the NRC on the appropriate hardware and operation configuration for NRC IBM FileNet ECM platform.

Expected Deliverables for Planning Input

The expected deliverables from the Planning Input task include, but are not limited to:

- Semiannual report of the analysis of the operating system and the hardware configuration of the IBM FileNet ECM platform and recommendations to guarantee the operability and the scalability of the platform.

- Associated artifacts called for by the PMM, as they relate to the system enhancements and or business case. (The PMM Manual is an on-line tool the agency uses, and will be made accessible to the contractor supporting this work.)

3. Mid-Month and Monthly Activity Reports

The contractor shall provide a Mid-Month Activity Report and a Monthly Activity Report to the NRC Project Officer, NRC Technical Project Manager, according to the schedule provided in Section 8.4, with copies to the Division of Contracts. The Mid-Month Activity Report shall cover a specific individual task order. The Monthly Activity Report shall encompass the combined total of all of the task orders. The Mid-Month and Monthly Activity Reports shall contain the order number and task; the period covered by the report; a summary of work performed during the reporting period for each task by each individual assigned to work on the project along with the number of hours worked, including appropriate statistics and plans for the next reporting period; problems encountered and the proposed corrective action, and analysis of the impact on other tasks within the scope of the task order; and a status of expenditures under the task order for the reporting period, cumulative expenditures to date, funds obligated to date, and balances of funds required to complete the order. Mid Month and Monthly Activity Reports must be submitted on the Contractor's letterhead.

4. Period of Performance

The period of performance for this contract is one base year from October 23, 2008 through October 22, 2009, plus two one-year options. Option Year 1 is from October 23, 2009 through October 22, 2010. Option Year 2 is from October 23, 2010 through October 22, 2011.

5. Travel

The contractor shall travel to NRC Headquarters in Rockville, Maryland, as required under each Task Order issued to perform work that requires a physical presence at the NRC. It is anticipated that 6 trips to NRC Headquarters will be required over the duration of this contract.

6. Personnel

All staff performing activities directly related to the implementation of the requirements of the SOW must have the appropriate levels of experience and qualifications listed in Section 9 of this document.

7. General and Administrative Notes

7.1 Work Location and Level of Effort

Work shall be performed on site at assigned NRC facilities, Monday through Friday. When after-hours work is required the contractor will be given 24-hour access to the NRC facilities. A not-to-exceed (NTE) amount of \$15,000.00 for required software/hardware tools in 2009; and an NTE amount of \$5,000.00 for required software/hardware tools in 2010.

7.2 Documentation

Users and systems documentation shall be required as necessary for all system upgrades or modifications. Documentation formats shall be determined by the NRC project officer. One copy of all documentation shall be provided to the NRC project officer within 10 days of the system upgrade or modification.

7.3 Change Management/Configuration Management

All proposed changes to production systems shall be submitted in accordance with NRC Configuration Management Procedures, as prescribed by the NRC's PMM. (The PMM Manual will be provided upon request.) The Change Management Form will be used to document the nature of and reasons for the change, and installation and back-out procedures. Except in cases of emergency maintenance, no changes shall be made to production systems without the approval of the NRC project officer.

The contractor shall maintain, at a minimum, system problem logs, production equipment inventory that tracks all production hardware, age, warranty and maintenance information, software residing on it, as well as operating system (OS) and security patch levels.

7.4 Reporting

The contractor's Senior Program Manager shall meet with the NRC project officer to review the status of ongoing efforts and to discuss other work projects planned or proposed. Meetings will take place monthly or more frequently if desired. Mid-Monthly Activity Reports will be due on the 15th of each month. Monthly Activity Reports will be provided on the last day of each month. Detailed daily progress notes will be maintained for use in the monthly report, and for future reference. All work performed shall be identified in the monthly report to include, at a minimum, system worked on, tasks performed, and number of hours worked.

7.5 Training Requirements

The contractor shall ensure that assigned personnel are kept up to date with new features/versions of the hardware/software/programming languages necessary to:

- accomplish the Scope of Work described in Section 2 of this document,
- meet the Contract Objectives listed in Section 1.2.2 of this document, and
- maintain the Qualifications/Experience listed in Section 9 of this document.

The contractor shall also provide training to assigned personnel for any new equipment and any software items procured by the NRC to run on new or existing equipment.

8. Place of Delivery of Report

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

- 1) Project Officer
Name: Ron Deavers (1 copy)
Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike, Mail Stop:O6D-3M
Rockville, MD 20852

- 2) Contracting Officer
Name: Valerie Whipple (1 copy)
Address: U.S. Nuclear Regulatory Commission
12300 Twinbrook Parkway, Mail Stop:TWB-01-B10M
Rockville, MD 20852

