

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES  
1 24

IMPORTANT: Mark all packages and papers with contract and/or order numbers. GSA NO.

1. DATE OF ORDER: FEB 10 2009  
2. CONTRACT NO. (if any): GS35F04768  
6. SHIP TO:

3. ORDER NO. MODIFICATION NO. 4. REQUISITION REFERENCE NO. 09-09-320  
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission

5. ISSUING OFFICE (Address correspondence to): U.S. Nuclear Regulatory Commission  
b. STREET ADDRESS:

Attn: Adelis M Rodriguez 301-492-3623  
Mail Stop: TWB-01-B10M  
Washington, DC 20555  
c. CITY: Washington d. STATE: DC e. ZIP CODE: 20555

7. TO: f. SHIP VIA:

8. TYPE OF ORDER:  
a. PURCHASE  b. DELIVERY

9. NAME OF CONTRACTOR: RSZ, INC. REAL SYSTEM SOLUTIONS  
b. COMPANY NAME:  
c. STREET ADDRESS: 11610 STONEWALL JACKSON DR  
d. CITY: SPOTSYLVANIA e. STATE: VA f. ZIP CODE: 225534668

10. REQUISITIONING OFFICE: ICPO  
11. BUSINESS CLASSIFICATION (Check appropriate box(es)):  
 a. SMALL  b. OTHER THAN SMALL  c. DISADVANTAGED  d. SERVICE DISABLED VETERAN OWNED  
 e. WOMEN-OWNED  f. HUBZone  g. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination  
13. PLACE OF: 14. GOVERNMENT BILL NO. 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

18. SHIPPING POINT 19. GROSS SHIPPING WEIGHT 20. INVOICE NO.  
21. MAIL INVOICE TO:

22. UNITED STATES OF AMERICA BY (Signature): *Stephen Pool*  
23. NAME (Typed): Stephen Pool Contracting Officer  
TITLE: CONTRACTING/ORDERING OFFICER

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The contractor shall perform the services required in the enclosed Statement of Work in accordance with the terms and conditions of the GSA schedule GS-35F-04768 and the price schedule on Section A.1.</p> <p>Total Order Ceiling: \$291,635.00 Total Obligated Amount: \$110,000 Order Type: Labor Hour Period of Performance: 11 months after award date</p> <p>Accepted: <i>Michael Stank</i> 2/10/2009 Date</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME: Department of Interior // NBC NRCPayments@nrc.gov b. STREET ADDRESS (or P.O. Box): Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue c. CITY: Denver d. STATE: CO e. ZIP CODE: 80235-2230	17(h) TOTAL (Cont. pages)
	f. AMOUNT: \$110,000.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature): *Stephen Pool*  
23. NAME (Typed): Stephen Pool Contracting Officer  
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE  
OPTIONAL FORM 347 (REV. 4/2006) PRESCRIBED BY GSA/FAR 48 CFR 53.21310

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

FEB 10 2009

ADM002

**ADDITIONAL TERMS AND CONDITIONS**

**AUTHORITY**

This order is entered into pursuant to the terms of the vendors' FSS contract and FAR 8.405-2.

**DESCRIPTION OF AGREEMENT**

Under this agreement, the vendor shall provide HRMS documentation and related functional support. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Period of Performance". This delivery order is for support to US Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

**SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS DELIVERY ORDER**

Enclosure 3 details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this delivery order.

**PREVAILING TERMS AND CONDITIONS**

This delivery order is subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

**A.1 PRICE SCHEDULE**

CLIN	GSA Labor Category	Estimated Hours	Labor rate	Total
001	Project Manager	1,700	\$171.55	\$291,635
<b>TOTAL</b>		<b>1,700</b>		<b>\$291,635</b>

**A.2 CONSIDERATION AND OBLIGATION—LABOR HOURS**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$291,635

(b) The amount presently obligated with respect to this contract is \$ 110,000. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**A.3 FEDERAL HOLIDAYS AND ADMINISTRATIVE LEAVE**

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

- New Years Day
- Martin Luther King Day
- Presidents' Day
- Labor Day
- Columbus Day
- Veterans' Day

Memorial Day  
Independence Day

Thanksgiving Day  
Christmas Day

When any such day falls on a Saturday the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock personnel or emergency operations, Contractor personnel will not be able to perform on site under this contract with NRC on the holidays set forth above. The Contractor shall not charge any holiday as a direct charge to the contract. In the event that Contractor personnel work during a holiday other than those specified above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect charge. However, this does not preclude reimbursement for authorized overtime work.

In the event that NRC grants administrative leave to its Government employees at the site, on-site Contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor shall direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries or wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work.

#### **A.4 PERIOD OF PERFORMANCE**

This delivery order expires on 11 months from award date.

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

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

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

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

**A.6 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)**

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

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

**A.7 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

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

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

**A.8 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime

contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

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

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

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

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

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

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

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

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

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

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

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

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

**A.9 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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

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

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the

proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

#### **A.10 SEAT BELTS**

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

#### **A.11 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

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

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

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

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

#### **A.12 SAFETY OF ON-SITE CONTRACTOR PERSONNEL**

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

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

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

#### **A.13 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)**

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

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

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

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

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

#### **SECURITY REQUIREMENTS FOR IT LEVEL I**

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

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

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

In accordance with NRCAR 2052.204 70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

## SECURITY REQUIREMENTS FOR IT LEVEL II

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

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

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

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the

receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

**CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST**

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

**A.14 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: **Jennifer Castello**

Address: **US Nuclear Regulatory Commission  
Mail Stop: T9-C4  
Washington DC, 20555**

Telephone Number: **301-415-0693**

Email: **[jennifer.castello@nrc.gov](mailto:jennifer.castello@nrc.gov)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A.15 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

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

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

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

**A.16 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

(a) Project Officer (1 hard & electronic copy)

(b) Contracting Officer (1 copy)

**A.17 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

**A.18 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

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

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

**A.19 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
  - (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
  - (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
- (c) Work for others.
  - (1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.
  - (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection,

or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATEMENT OF WORK  
FOR CONTRACTOR TO ASSIST  
HRMS T&L UPGRADE SUPPORT**

**I. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) is upgrading its current client-server based time reporting system, PeopleSoft Human Resource Management System (HRMS), Time and Labor (T&L) module, to Oracle's PeopleSoft version 9.0. HRMS T&L is used by NRC to capture Time and Attendance (T&A) for payroll and labor data for license fee billing, cost management, and external reporting. HRMS has been in production at NRC since the fall of 2001. T&L interfaces with the payroll and human resources modules of the Federal Personnel/Payroll System (FPPS) hosted by the Department of Interior/National Business Center (DOI/NBC). HRMS also interfaces with the agency's core accounting system, the Federal Financial System (FFS), also hosted by DOI/NBC as well as several in-house systems. NRC plans to modernize T&L to version 9.0 from version 7.51.

A Project Team within NRC's Office of the Chief Financial Officer will lead the HRMS upgrade project. The Team will need to coordinate with NRC's Office of Information Systems and the agency's program offices to implement the upgrade, meet IT requirements, and train staff on the new version,

**II. OBJECTIVES**

The purpose of this solicitation is to procure PeopleSoft T&L expertise available to assist NRC in their upgrade from version 7.51 to 9.0 as part of an integrated team working on configuration, implementation, and programming.

**III. SCOPE OF WORK**

The Contractor shall be expected to work as part of an integrated team with the NRC personnel and IV&V Contractor to facilitate the migration to version 9.0.

**IV. REQUIREMENTS**

**A. Experience**

The Contractor will need to be experienced and knowledgeable of the PeopleSoft HRMS 8.9, or later, version of the T&L Module. The following experience is required:

- Extensive consulting experience with PeopleSoft HRMS, releases 8.9, or later. Extensive experience is demonstrated by the years of working with HRMS and/or by the number and complexity of projects performed.
- Minimum of 3 years of hands on experience developing, testing and/or supporting PeopleSoft HRMS T&L.
- Capable of conducting analyses and research on a variety of complex issues related to the PeopleSoft T&L application, and making recommendations.

**Enclosure 1**

- Extensive technical knowledge of PeopleTools, PeopleCode, User Productivity Kit (UPK), SQR, SQL, PS-Query, Security Administration, and Application Engine.
- Extensive functional knowledge of the T&L module including but not limited to employee setup, time entry, time validation and approvals.
- Very strong technical skills in developing and customizing views and pages, and configuring complex T&L rules.
- Knowledgeable in fine-tuning and programming techniques that improve the efficiency of new and existing PeopleCode.
- Experienced in configuring all the PS HRMS T&L tables.
- Experience implementing PeopleSoft electronic workflow with Microsoft Outlook.
- Experience implementing PeopleSoft electronic signature, interfacing with digital certificates.
- Experience with IBM Rational and SQL Server.

**B. Implementation Activities**

The Contractor shall be expected to assist the NRC with performing the full range of implementation activities to include, but not limited to the following:

**1. Project Planning**

- The NRC will be responsible for developing the project plan for the modernization effort. The Contractor shall provide input to the NRC Project Officer for the project plan by identifying activities, dependencies, deliverables, resources, and timeframes for performing the work.

**2. System Configuration, Interfaces & Data Conversion**

- The Contractor shall provide for the loading and configuration of the HRMS software applications onto the server and operating system software, whereby the application software is ready for use by the NRC on the primary and fail-over servers as well as the NRC back-up servers. The Contractor shall coordinate with the NRC Project Officer in the performance of this work.
- The Contractor shall assist the NRC Project Team with configuring the tables within the PeopleSoft application/modules and related databases based on the desired settings established by the NRC Project Team. The NRC Project Officer, or designated representative, will approve all configuration settings for the new version of PeopleSoft.
- The Contractor shall design and develop the "workflow" for the electronic approval for TLSPT administrative functions to include but not limited to; Security requests, T&L unit changes, work schedule changes, new hires and departures.
- The Contractor shall design and assist the NRC Project Team with developing "workflow" for the electronic approval and certification of T&L data by the employee and

supervisor prior to transmission to DOI/NBC for payroll processing. This shall include ensuring the appropriate audit trail is available showing the User ID and date/time stamp for all levels of approval. The Contractor will configure the electronic approval and certification process in the new version of PeopleSoft.

- The Contractor shall assist the NRC Project Team in converting the legacy data to include employee profiles and assist the NRC Project Team with establishing the appropriate roles and responsibilities for each User ID to ensure the proper segregation of duties and security controls. This shall also include leveraging the functionality of the employee/staff tables to improve the capture of labor data for license fee billing.
- After a baseline configuration is established for the application, the Contractor shall prepare the test plan with uses case and coordinate with the NRC Project Team and IV&V Contractor to ensure adequate testing of the application is performed to include configuration, load, performance, stress, fail-over, and final user acceptance.
- The Contractor shall analyze the existing interfaces and design, code, and test the new interfaces to ensure the continued transfer of data between HRMS, FFS, CAS, FPPS payroll and HR at DOI/NBC, and RPS.

### 3. Documentation & User Support

- The Contractor shall design and develop reports and queries, as necessary, in order to provide data to users.
- The Contractor shall provide assistance in maintaining documentation, use cases and change management within the IBM Rational product. The Contractor shall prepare the Test Plan as well as the Test Evaluation Summary.
- The Contractor shall be available to assist the NRC in deploying this application to several environments to include but not limited to user acceptance and production and answer any questions associated with the deployment of the application and/or data.
- The Contractor shall assist the project team with any changes required to operational procedures, user guides, and training materials in order to be consistent with the changes to business processes associated with the implementation of the new version of PeopleSoft.
- The Contractor shall participate in management briefings and conference calls as necessary and as directed.
- The Contractor shall assist in the updating of systems security certification and accreditation documentation related to Federal System Regulation and Requirements, including NIST standards, special publications and guidance; Federal Information Security Management Act (FISMA) requirements; OMB Circular A-130, Management of Federal Information Resources; NRC Management Directive (MD) 12.5, Automated Information Security Program; and, MD 2.8 Project Management Methodology. The Contractor shall perform changes to the new version of the application that relate to corrective actions resulting from C&A activities in order to obtain an Authority to Operate (ATO).

- The Contractor shall provide assistance to the NRC Security Contractor responsible for completing required security deliverables, to include; Memorandum of Understandings, Interconnection Security Agreements, Security Categorization, E-Authentication Risk Assessment, Security Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Scenario Execution Report, Corrective Action Plan and a Certification Letter.
- The Contractor shall update training guides and provide training to help desk personnel for post-implementation support during the transition to the PeopleSoft version 9.0
- The Contractor shall assist the NRC with providing adjustments to the application, during the post-implementation stage of the project, as required.

**V. TASK DELIVERABLES**

The outcome of this project will be a fully configured PeopleSoft HRMS T&L application and documentation for that application. The contractor shall be an integral part of this endeavor. Upon the request of the Project Officer (PO) the contractor shall prepare reports to include, at a minimum sufficient detail to ensure completeness, consistency, correctness, and accuracy of the work performed. The contractor shall provide at least one soft copy and one hard copy of each report to the PO. See Deliverables chart, below, for major deliverables. All deliverable products shall be grammatically correct according to industry standard rules and shall contain correct spelling. All technical and financial terms shall be clearly defined and understood by all readers. The PO or a designated representative will approve all final deliverable products in writing.

The PO shall specify the format of the deliverable in which it will be prepared (MS Word, Excel, PeopleCode etc) and the initial due date. Once the PO, or a designated representative, reviews/tests the deliverable, if changes are needed the project officer will request the contractor to make changes. At that time, the PO will specify to the contractor when the corrected document/code is due back to the NRC. This process will continue until the project officer determines that the deliverable is acceptable.

<b>Deliverable Name</b>	<b>Responsibility</b>	<b>Due Date/Description</b>
Initial Contractor input to the Project Plan (a schedule of activities to be completed, level of effort and planned completion dates)	Contractor	Two weeks after contractor staff cleared through NRC security
Technical Status Reports (as described in 2052.211-71 Technical Progress Report (JAN 1993))	Contractor	Weekly
Upgrade tasks (e.g. configuration or other specific actions)	NRC/Contractor	By dates established in the most recent Project Plan
Software development plan for workflows	Contractor	By dates established in the most recent Project Plan

Deliverable Name	Responsibility	Due Date/Description
System documentation, configuration guidelines, standard reports, and other written deliverables assigned to the contractor	Contractor	By due date specified when need for written product is established by Project Officer
Test Plan and Test Evaluation Summary	Contractor	By dates established in the most recent Project Plan
Help desk training guide	Contractor	By dates established in the most recent Project Plan
Deployment Plan	Contractor	As agreed upon between Project Officer and Contractor
Ad-Hoc Reports or Documents	Contractor	As agreed upon between Project Officer and Contractor

**Overall Performance Standards and Deduction Schedule:**

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

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

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

1. Number of times a deliverable must be submitted prior to being accepted:

- 0-2 Times per deliverable Will result in no deduction;
- 3-4 Times per deliverable Will result in 1% deduction of the total monthly invoice;
- 5-6 Times per deliverable Will result in 2% of the total monthly invoice;
- 7 or more times per deliverable Will result in a 3% of the total monthly invoice;

NOTE: Under the Performance Incentives listed in #1 above, NRC will not deduct more than a total of 10% from the monthly invoice.

Personnel Replacement: If the contractor needs to replace a personnel in the contract, it shall do so following the clause NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993), which is included as part of the additional terms and conditions. However, we expect the contractor to submit an acceptable replacement on a timely manner, which is why the following deduction schedules are included.

**Enclosure 1**

2. Number of days it takes the contractor to submit a resume for an acceptable replacement.

- 0-15 days Will result in no deduction;
- 16-30 days Will result in 1% deduction of the total monthly invoice;
- 31-45 day Will result in 2% of the total monthly invoice;
- 45 or more days Will result in a 3% of the total monthly invoice;

3. Number of resumes submitted until an acceptable replacement for Key personnel is accepted by the NRC project officer.

- 0-2 Resumes Will result in no deduction;
- 3-5 Resumes Will result in 3% deduction of the total monthly invoice.
- 5 or more Resumes Will result in 5% of the total monthly invoice.

The deductions for each of the items (1) through (3) above shall be independently applied to the invoice total for each month.

If an invoice is zero dollars, for any given month, the deduction will be calculated based on the hours of operation cited in another section of this document times the hourly rate, less any federal holidays or unexpected building closures.

In any given month if the performance standard deductions exceed the amount of the monthly invoice, they shall be carried as a credit balance until fully deducted. For example, if the monthly invoice is for \$1,000 and the following are applicable, the deduction will be calculated as follows:

One deliverable returned 4 times (1%) = \$10

One deliverable returned 5 times (2%) = \$20

The contractor provided one resume on day #17 days (1%) = \$10

Two other resumes were provided in less than 15 days and the third person was accepted. (3%) = \$30

**TOTAL DEDUCTION = \$70**

The deductions listed above do not prevent NRC from taking other appropriate actions to correct performance problems under this contract.

**VI. PLACE OF PERFORMANCE**

Work for this contract shall be performed on-site at NRC headquarters, 11555 Rockville, Pike, Rockville, Maryland.

**VII. SECURITY REQUIREMENTS**

The personnel proposed under this contract will be subject to a background check. The contractor is responsible to submit the required paperwork to the Office of Personnel Security immediately after contract award, failure to do so will delay the approval of the background check. This process could take up to 90 days from contract award. The contractor will not be allowed to perform any work until the background check is completed. The personnel may also be subject to drug testing.

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

**CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

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

B. PROJECTED START DATE

03/31/2009

C. PROJECTED COMPLETION DATE

10/31/2009

2. TYPE OF SUBMISSION

- A. ORIGINAL
- B. REVISED (Supersedes all previous submissions)
- C. OTHER (Specify)

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

A. DOES NOT APPLY

B. CONTRACT NUMBER

CFO-09-320

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**HRMS T&L upgrade: Assist NRC in upgrading PeopleSoft Human Resource Management System(HRMS), Time and Labor (T&L) module, from version 7.51 to 9.0. This contractor will be part of an integrated team working on configuration, implementation, and programming.**

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
- NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

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

3. GENERATION OF CLASSIFIED MATTER.

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

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

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.

7. OTHER (Specify)

B. IS FACILITY CLEARANCE REQUIRED?

- YES  NO

C.  UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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

F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

G.  REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

H.  WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

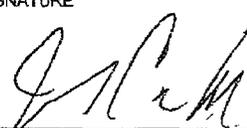
I.  REQUIRED TO CARRY FIREARMS.

J.  FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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

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

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

NAME AND TITLE  <b>Jennifer Castello, Project Officer</b>	SIGNATURE 	DATE <b>12/15/08</b>
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

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

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

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

**10. APPROVALS**

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION  <b>Cynthia Rheame, Controller OCFO</b>	SIGNATURE 	DATE <b>12/8/08</b>
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  <b>Robert B. Webber, Acting Director ADM/DFS</b>	SIGNATURE 	DATE <b>12/11/08</b>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  <b>Phylis A. Bower, Director ADM/DC</b>	SIGNATURE 	DATE <b>12/31/08</b>

REMARKS