

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

1. REQUISITION NO.
 33-09-355
 12/31/2008

PAGE 1 OF

2. CONTRACT NO. NRC-33-09-355	3. AWARD/EFFECTIVE DATE FEB 02 2009	4. ORDER NO.	5. SOLICITATION NUMBER OIS-09-355	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Manon Butt	b. TELEPHONE NO. (No Collect Calls) 301-492-3629	8. OFFER DUE DATE/LOCAL TIME	

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Manon Butt, Contract Specialist Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 518210 SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	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 Attn: Jeffrey Main, OIS/IRSD/ISB Mail Stop T-2-F43 11555 Rockville Pike Rockville MD 20852	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 CODE 103312802 FACILITY CODE ACUITY, INC. 1300 PENNSYLVANIA AVE NW STE# 700 WASHINGTON, DC 200043024 TELEPHONE NO. Rui Garcia, 703-304-8734	18a. PAYMENT WILL BE MADE BY CODE 3100 Department of Interior / NBC Email: NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230
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<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
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Acuity DUNS # 103312802 Acuity, Inc. shall provide the U.S. Nuclear Regulatory Commission (NRC) with "NRC Public Web Site Content Delivery and Continuity-of-Operations Services" in accordance with the attached Schedule of Prices and the Statement of Work. Type of Contract: Fixed Price Acuity Contact: Rui Garcia, cell 703-304-8734, office 703-766-0977 x200, fax 703-766-0983, email rui.garcia@myacuity.com NRC Project Officer: Jeffrey Main, 301-415-6845, email jeffrey.main@nrc.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				
				SUBTOTAL	

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R: 910-15-5G1-344 JCN: J1283 BOC: 252A APPN: 31X0200.910 FFS # 10970587C DUNS # 103312802 OBLIGATE \$457,052.00	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$991,520.00
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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 3 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	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 <i>Rui M. Garcia</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Eleni Jernell</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Rui M. Garcia, President & CEO	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Eleni Jernell Contracting Officer
30c. DATE SIGNED 2/2/09	31c. DATE SIGNED 2/18/09

AUTHORIZED FOR RELEASE
 PREVIOUS EDITIONS ARE OBSOLETE

STANDARD FORM 1449 (REV. 3/2005)
 Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

MAR - 2 2009

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SECTION B – CONTINUATION BLOCK

B.1 PERIOD OF PERFORMANCE

The period of performance of this contract is February 2, 2009 through February 1, 2010 (one year) for the base period. The term of this contract may be extended at the option of the Government for an additional two one-year option periods, as follows:

Option Year 1: February 2, 2010 through February 1, 2011.

Option Year 2: February 2, 2011 through February 1, 2012.

B.2 CONSIDERATION AND OBLIGATION

The firm fixed price of this contract (ceiling), for the one-year base period of performance, for the products/services ordered, delivered, and accepted under this contract is \$457,052.00.

The amount presently obligated with respect to this contract is \$457,052.00. This amount fully funds the contract for the base year. The obligated amount shall, at no time, exceed the contract ceiling specified 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.

The total amount of this contract for the products/services ordered, delivered, and accepted, if all option years are exercised, is as follows:

Base Period	\$457,052.00
Option Year 1:	\$267,234.00
Option Year 2:	\$267,234.00
Total Three Years:	\$991,520.00

SECTION C - CONTRACT CLAUSES

C.1 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 10 days of the expiration date of the order; 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 three years.

C.2 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond February 1, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond February 1, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.3 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: Jeffrey D. Main

Address: U.S. Nuclear Regulatory Commission
Mail-stop: T-2 F43
11555 Rockville Pike
Rockville, MD 20852

Telephone Numbers: 301-415-6845, FAX: 301-415-6845
E-mail address: jeffrey.main@nrc.gov

The Alternate Project Officer is:

Name: Jun S. Lee

Address: U.S. Nuclear Regulatory Commission
Mail-stop: T-2 F43
11555 Rockville Pike
Rockville, MD 20852

Telephone Numbers: 301-415-1337
E-mail address: jun.lee@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.4 POST AWARD MEETING

The Government will schedule a kick-off meeting within five (5) business days after contract award or upon security clearance authorization. The Project Officer will provide an agenda prior to the meeting. The Contractor shall participate in the meeting to establish process, procedures, and priority of tasking. The Contracting Officer, the Project Officer, and the Project Officer's technical personnel will represent the Government. The Contractor shall have equivalent representation at the meeting.

Following the kick-off meeting, the Contractor shall meet as agreed with the Project Officer.

C.5 2052.204-70 SECURITY (MARCH 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

unclassified Safeguards Information, access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

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

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

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

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

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

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

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

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

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

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

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

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

C.6 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.

C.7 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

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

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

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

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

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

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

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

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

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

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

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

C.8 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MARCH 2006)

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

C.9 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 forgo 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, it does not have any organizational conflicts of interest as defined in 48 CFR 209.570-2.
 - (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 come within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and

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

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
 - (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
 - (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. section 552a (1988)), or the Freedom of Information Act (5 U.S.C. section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
 - (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
 - (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.
 - (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

C.10 PROJECT SUPPORT CONTRACTORS

The Government may either award or have awarded management, engineering, technical, and other professional support service contracts (hereafter referred to as Project Support Contractors). Project Support Contractors may require access to proprietary and other data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government personnel.

The Contractor shall cooperate with Project Support Contractors by engaging in technical discussions with Project Support Contractors' personnel, and permitting such personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government personnel.

Project Support Contractors shall agree to protect proprietary information of the Contractor in accordance with Federal Acquisition Regulation (FAR) 9.505-4, to not engage in the production of products (including software), and to otherwise abide by FAR Subpart 9.5, entitled "Organizational Conflicts of Interest." Project Support Contractors shall be required to directly execute nondisclosure, non-use agreements with the Contractor and subcontractors if so requested by the Contractor.

C.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.

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.12 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.

C.13 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared. 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.14 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.15 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.16 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.

C.17 52.227-14 RIGHTS IN DATA—GENERAL

(a) *Definitions.* As used in this clause—

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

"Computer software"—

(1) Means

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

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

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

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

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

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

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

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

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

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

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

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

(b) Allocation of rights.

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

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

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

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

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

(2) The Contractor shall have the right to—

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

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

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

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

(c) Copyright—

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

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

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

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

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

(i) Identifies the data; and

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

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

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

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

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

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

(e) Unauthorized marking of data.

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

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

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

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

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

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

(f) Omitted or incorrect markings.

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

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

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

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

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the

refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

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

C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2009)

(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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

☐ (4) 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).

☐ (5) [Reserved]

☒ (6)(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.

☐ (7)(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.

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

☐ (9)(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.

- ☒ (10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (11) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ☐ (13) 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).
- ☐ (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (16) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ☒ (17) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- ☒ (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (20) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (21) 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).
- ☒ (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (23) 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).
- ☒ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☒ (25)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ☐ (ii) Alternate I (Aug 2007) of 52.222-50.
- ☒ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (27)(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)).

- ☐ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)
 - ☐ (29)(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.
 - ☐ (30) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
 - ☐ (31)(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.
 - ☐ (32) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - ☐ (33) 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).
 - ☐ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ☐ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ☐ (36) 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)).
 - ☐ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ☒ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - ☐ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - ☐ (40) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 - ☐ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (42)(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.).

Employee Class

Monetary Wage-Fringe Benefits

□ (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 (SEP 2008) (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 (e)(1)(i) through (xi) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

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

(iv) 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).

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

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

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

(viii) 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.

(ix) 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.).

(x) 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.).

(xi) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xii) 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.19 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency

function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1: Schedule of Prices

Attachment 2: Statement of Work with attachments

Pricing For Monthly Service

The recurring services shown below are priced on a monthly basis. The pricing for the Base Year and the two Option Years are the same rates and do not escalate on a yearly basis. A pricing detail section which describes overage rates and tiered pricing for the various services follows.

**U.S. NUCLEAR REGULATORY COMMISSION
PUBLIC WEB SITE CONTENT DELIVERY
AND CONTINUITY-OF-OPERATIONS SERVICES
STATEMENT OF WORK**

Attachment 2

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1 Introduction

The U.S. Nuclear Regulatory Commission (NRC) uses the Internet to conduct business with its external stakeholders around the world and to inform the broader public of news and information available from the agency. The primary means for disseminating this information is through the NRC Public Web Site (www.nrc.gov). The agency adds and revises Web content at this site each day as part of its regulatory mission of protecting the public health and safety and the environment.

In 2004, the agency first issued a contract to deliver such content in a cost-effective, reliable manner and to provide related Continuity-Of-Operations (COOP) services in a hosted environment. Since that time, the NRC has seen the use of the Internet by both its staff and external stakeholders grow. Increasing interest in new reactor designs, the combined operating license process, nuclear waste disposal, and the agency's regulatory processes have stimulated site traffic. Several additional factors have also added complexity to the process, including new FISMA documentary requirements and the need for the provisioning and maintenance of a full backup site to maintain COOP in the event the NRC origin server becomes unavailable for an extended period of time.

2 Objective

The purpose of this contract is to maintain and expand assistance to distribute and deliver HTTP content and provide COOP services for the NRC Public Web Site (www.nrc.gov). The Contractor shall provide the NRC with an integrated solution that includes continuous Public Web Site caching, backup and spidering, content delivery, application scripting, monitoring, reporting tools and automatic fail-over capabilities 24 hours a day, 365 days a year.

3 Type and Period of Contract

This is a fixed-price contract with a period of performance of one year from date of award plus two (2) one-year options.

4 Scope of Work

See Section 7 for a schedule of services for the tasks described in this section.

General Description

This contract shall include several components, the first of which is to continue the existing level of service provided for guaranteed 100% uptime for Public Web content delivery and failover without interruption. Delivery shall be provided through an existing world-wide network of at least 10,000 computer servers operated by the Contractor in geographically diverse locations. The delivery shall encompass both temporary (cached) and long-term (backup) storage of content hosted on the Contractor's server network. The content hosted in the Contractor-provided backup storage shall be refreshed from the NRC's origin server by a Contractor-provided Web crawling service.

Statistical reports, content control features, and configuration options for these services shall be provided to the NRC by means of a Web-based, secure portal. Finally, the Contractor shall provide

Public Web Site Content Delivery and Continuity-of-Operations Services: Statement of Work

service documentation to the NRC on the technical and security aspects of the services and supporting infrastructure. The details of these services are provided below.

4.1 Task 1 – Deliver Public Web Content

The Contractor shall dynamically cache and distribute the NRC public web-site throughout the world.

4.1.1 Requirements

4.1.2 Size of Network

The Contractor's application and systems shall provide distributed delivery of NRC web defined properties with a minimum HTTP outbound bandwidth requirement of 4Mbps, scalable to 32Mbps.

The Contractor shall provide a distributed network that consists of a vast network deployment to provide for a global reach and maximize performance objectives in order to accommodate unpredictable load increases (flash crowds) and Internet-wide projected growth. This network shall ensure that distributed denial-of-service attacks (DDOS) are absorbed without incident and include the following:

1. An installed server base of a minimum of 10,000 caching servers distributed globally in both the eastern and western hemispheres.
2. These servers shall be deployed in a minimum of fifty countries.
3. These servers shall be deployed in a minimum of 750 different telecommunications and internet service provider networks.
4. These servers shall be deployed within the networks of at least five different network providers in the State of Maryland.
5. There shall be a minimum of 1000 of these servers deployed within the United States.

Servers within the United States shall be physically deployed in no fewer than 500 different physical locations, and be distributed throughout various regions of the North American Continent.

No requests for content from the NRC routed through the Contractor's network shall be sent to the NRC from a server located outside North America (although the request may be received by the Contractor from outside North America and it may be routed through intermediary servers within portions of the Contractor's network located outside North America).

4.1.3 Simplicity

The Contractor's solution shall reduce the bandwidth demand and load utilization on the current NRC Headquarters infrastructure located in Rockville, Maryland, be easily integrated into the existing infrastructure, and not require additional equipment or dedicated links.

The Contractor's solution shall dynamically direct end users to the "optimal" caching server without NRC or end user intervention.

4.1.4 NRC Web Content Control Utilities

The Contractor shall provide the utilities that allow the NRC full control of business rules, delivered web content, and server at all times. This shall include all applications and management tools to allow for object-level control and content purging and pushing.

The Contractor shall offer NRC personnel complete control over its content on the Contractor's distributed network. Specifically, NRC requires the ability to purge out-dated information from the Contractor's network. The NRC also requires the ability to "push" critical information out across the Contractor network during periods where immediate availability of new content is critical. The NRC shall also be able to customize refresh rates for individual pages based on NRC determined assumptions on the "shelf-life" of the content presented in the page.

4.1.5 Growth Capacity

The Contractor's network shall be capable of facilitating future NRC growth by providing optimal path selection from edge servers making requests to the origin infrastructure to determine the fastest routes through the Internet to support secure and non-secure content delivery transactions.

4.1.6 Service Level Agreement

The Contractor shall offer a service level agreement of 100% for Web site availability and functionality. The site delivery solution shall be a continuous service that is available 24 hours a day, 7 days a week, 365 days a year (24/7/365).

4.2 Task 2 – Provide for Continuity of Operations

The Contractor shall provide a live, real-time, "hot-site", fail-over solution for the NRC public web server and continuous monitoring of the NRC origin site. The proposed solution shall be capable of monitoring the NRC origin site with the capability to automatically and instantaneously switch to Web content stored on the Contractor's off-site network.

Requirements

4.2.1 Site Fail-Over Service

The Contractor's technology shall provide a dynamic, real-time, automatic site fail over service that monitors data origin and immediately switches to off-site storage if the NRC source becomes unavailable. The Contractor shall provide the following as part of the fail-over service.

- Host scalable, fault-tolerant, capacity-on-demand storage service (20 GB minimum, scalable to 1TB) in at least three locations,
- Serve the most recently cached content during fail-over,
- Automatically rollback to and deliver the cached site origin content when the NRC-hosted server becomes available,
- Enable the NRC staff designated by the NRC Project Officer to manage all site content and control during fail-over by means of file transfer protocol (FTP), and
- Provide for ease of integration of the Contractor's service into the existing NRC infrastructure technologies and not require additional hardware or dedicated links.

4.2.2 Origin Site Backup and Spidering Service

The Contractor shall host a backup copy of the NRC Public Web Site. This backup copy shall be supported by the same network infrastructure as is included in the site delivery service provided to comply with Requirement 4.1. This backup copy of the NRC Public Web Site shall be maintained through a Contractor-provided Web spidering service¹ that crawls the NRC origin site at an interval specified by the NRC. The NRC shall have secure, Web-based and FTP access to update or purge content from the backup site manually. The NRC's access to the backup site shall be independent of the spidering capability. The backup site shall provide for 100 GB of storage space. The NRC shall have secure, Web-based access to business rules that define the priority under which content is delivered from the backup site. The Contractor shall provide technical support to assist in modifying the business rules and other configuration details to ensure the NRC business needs are met.

4.2.3 Spidering Service Configuration

The contractor shall provide configuration assistance to ensure the spidering service is properly tuned and calibrated to refresh the content at the contractor-maintained backup Web site from the NRC origin site at an interval specified by the NRC. This configuration of spidering intervals shall encompass 100 areas of content areas at the NRC origin site which may require separate spidering refresh rules.

4.2.4 Service Level Agreement

The Contractor shall offer a service level agreement of 100% for Web site availability and functionality. The site monitoring and fail-over solution shall be a continuous service that is available 24 hours a day, 7 days a week, 365 days a year (24/7/365).

¹ See Attachment 6, "Definitions," for an expanded definition of *Web Spider*.

4.3 Task 3 – Provide Access to Web Server Statistics and Reporting Tools

The Contractor shall provide and support the implementation of web site statistics tracking and monitoring tools. These tools shall be web based and enable the NRC to perform customized reports to monitor desired statistics on specified web objects and pages contained in the www.nrc.gov Web site.

Requirements

4.3.1 Site Monitoring Tools

The Contractor's solution shall provide web site statistics tracking and monitoring tools that enable for real-time alerts for the following:

- Bandwidth Burst
- Bandwidth Drop
- Origin Server Failure
- Origin Connect Failure
- Origin DNS Failure
- SSL Transaction Failure
- Aborted Download
- Access Denied at Origin
- Object not Found

4.3.2 Customized Web Object Reporting

The Contractor shall provide a means for the NRC to access a customer support portal over the web from any web browser. Available services shall include monitoring, content control, reporting, configuring, self-help and alerts.

The Contractor's Web-based tool shall allow for customized reports to monitor desired statistics on specified objects. Site access (HTTP file request) and error logs and SMTP e-mail transaction logs (syslogs) shall be easily attained by NRC or be collected and compressed in a suitable format, and sent by FTP to an NRC location, designated by the NRC Project Officer, each calendar day.

4.3.3 Web Statistics Reporting

The Contractor shall provide web accessible reporting services that enable NRC staff to monitor the following:

- Average number of concurrent streams
- Number of hits
- Minutes of content viewed
- Maximum concurrent streams
- Amount of content delivered
- Number of unique viewers
- Views by bit rate
- Most viewed Web addresses
- Traffic by geography
- Traffic trends (by hour of day, day of week, etc.)
- NRC-defined statistics on specific objects and pages

4.3.4 Web Traffic Statistics

The Contractor shall provide a web portal tool that allows web traffic summary information on NRC defined statistics that includes the following.

- Network bandwidth utilization
- Number of hits on popular pages
- Unique visitors by time of day and day of week
- Geographic dispersion of users accessing content
- Traffic at NRC Web sites, including number of hits and megabytes delivered

4.3.5 Service Level Agreement

The Contractor shall offer a service level agreement of 100% for availability and functionality for access to site statistics and reporting. The site statistics solution shall be a continuous service that is available 24 hours a day, 7 days a week, 365 days a year (24/7/365) except for scheduled system outages for which advance notice has been provided to the Government.

4.4 Task 4 - Provide Project Documentation

4.4.1 Requirement: Ownership of Documentation

All documentation becomes property of the NRC on acceptance and may be freely reproduced by the NRC for its business needs.

4.4.2 Scope of Documentation

Documentation shall address all aspects of the functional, security, and project management requirements associated with this effort.

The Government will provide a Security Categorization at the kickoff meeting.

The contractor shall provide the initial **draft** of each of the following 30 calendar days after contract award:

1. System Architecture
2. Configuration Management Plan
3. System Concept of Operations
4. System Security Plan
5. Contingency Plan
6. Contingency test report
7. Initial Risk Assessment
8. Current Risk and Issues List
9. Standard Operating Procedures

The Government expects to require approximately 15 business days to review the documents provided above (i.e. approximately 45 business days from contract award).

The Government will complete and execute the System Test and Evaluation (ST&E) plan and provide the associated Security Assessment Report to the contractor within approximately 25 business days of completing its review of the initial draft deliverables listed above (i.e. approximately 70 business days from contract award). The ST&E Report will document any findings and associated risks or vulnerabilities to be addressed by the contractor. The NRC will negotiate with the contractor on the means and schedule for addressing any risks or vulnerabilities found and will prepare and maintain a Plan of Action and Milestones (POAM) as appropriate throughout the lifecycle of the contract.

Documentation due monthly:

- Progress reports shall be due no later than the fifth workday of every month. Each progress report shall be accompanied by a copy of that month's invoice, for written approval of the invoice by the Project Officer. Each progress report shall include all items described in Attachment 1.

Documentation due annually:

- Information needed for the Government to revise the annual security control test plan and associated report
- Updates to the following documents to reflect any changes to the system: System Architecture, Configuration Management Plan, System Concept of Operations, Contingency Plan, Contingency Test Report, System Security Plan, Current Risk and Issues List, and Standard Operating Procedures

Periodic reports:

- Cost Reports. As required in FAR 52.232.22, "Limitation of Funds," the Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent.
- Problem Reports. The Contractor shall bring problems or potential problems affecting performance to the attention of the Project Officer as soon as possible. Verbal reports will be followed up with written reports when directed by the Project Officer.
- Additional written reports may be required and negotiated.

4.4.3 Delivery Instructions

All deliverables shall be delivered to the Project Officer (or to the Contracting Officer, if so stated in the specific requirement) no later than the date specified in this statement of work. Deliverables are to be transmitted with a cover letter, on the prime Contractor's letterhead, describing the contents.

4.5 Task 5 - Support onsite security scans

The Contractor shall provide access to the Government or its designee to perform onsite security scans.

4.5.1 Requirement

In order for the Government to have access to perform System Test and Evaluation (ST&E), the contractor shall provide the Government access to the contractor's facilities, installation, technical capabilities, operations, documentation, records and databases to the extent required to carry out a program of inspection against threats and hazards to the security, integrity and confidentiality of government data.

If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

4.5.2 Service Level Agreement

The scope of physical access to contractor facilities required by the Government shall be limited to a single contractor facility identified by the Government. Access shall be given to the contractor facility. Scans may be performed at any time by the Government.

5 General Requirements

This section provides detailed information on select requirements that may apply to multiple services described in Section 4. General requirements address such topics as staffing, documentation, place of performance, technical support, continuity of service, security, and privacy. They are incorporated by reference throughout Section 4.

5.1 *Staffing Requirements and Contractor-Furnished Items*

The Contractor shall provide qualified personnel, equipment, tools, materials, supervision, and other items and services necessary to successfully perform all analytical, technical, administrative, and clerical support tasks as defined in this statement of work with the exception of all Government furnished property, materials, supplies, and services specifically identified in this contract.

This effort will include the hiring, training, assigning, removing and managing of staff.

The Contractor shall furnish its own IT equipment, IT services, and IT access necessary to complete this effort except as specifically stated in this statement of work. The Government will furnish no other IT equipment, IT services or IT access, unless the NRC deems it necessary and beneficial to complete this effort.

5.2 *Timeliness and Accuracy*

Timeliness and accuracy are indicators of the level of performance. Customer satisfaction surveys from the NRC staff, periodic site visits by the CO or Project Officer, and customer complaints will also be compiled by the Government and reviewed in order to determine the Contractor's performance level.

5.3 *Documentation Standards for Format, Grammar, and Mechanics*

5.3.1 Requirement: Deliverable File Formats

The Contractor shall provide all documentation in all the following formats, except as specifically stated herein: paper, Microsoft Word (version 2003), and Adobe PDF (version 7.0) formats.

5.3.2 Requirement: Draft and Final Submission

All documentation shall be submitted in draft form for comment by the NRC Project Manager.

The Contractor shall incorporate into the final documentation any NRC PM comments received on the draft documentation.

5.3.3 Performance Criterion

The NRC Project Officer will review all draft documents submitted as part of contract deliverables for conformity to the standards referenced in this requirement. Any changes required after the first revision cycle shall be completed at no cost to the Government. The first revision cycle for a deliverable shall be complete when the Contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC Project Officer on his review of the initial draft.

5.4 *Technical Support*

5.4.1 Requirement

Contract support staff shall demonstrate knowledge of all technical components and services procured under this contract and shall perform all written and aural communication with the NRC in American English. This shall include but not be limited to project managers, technical support staff, and onsite trainers.

5.4.2 Performance Criterion

- Wait time for email responses for email support requests shall not exceed 3 hours. Automated generic email responses shall not be considered to meet this criterion.

5.4.3 Performance Criterion

Wait time (including call-back time for pager messages) for telephone support calls shall not exceed 3 hours. Automated generic telephone responses shall not be considered to meet this criterion.

5.5 *Place of Performance for Project Management, Technical Support, and Other Services*

The place of performance shall be at the Contractor's facility and shall be within the continental United States. The Contractor should have broadband access and computers for all personnel working on these or subsequent efforts. The Contractor may have its employees work at their location or the employee's home (provided the employee's home has broadband access and the required IT equipment). Occasional travel to the NRC Headquarters offices located in Rockville, Maryland may be required. Local travel expenses will not be paid by the NRC. Parking on-site is not available.

5.6 *Electronic Connectivity with NRC Users and Infrastructure*

All services provided under this contract shall operate physically and logically separate from the NRC's physical IT infrastructure.

All electronic connections between the services provided under this contract and the NRC user shall be established by HTTPS or SFTP.

The requirements for an NRC user to interact with the service shall be limited to the following:

- access rights granted by the NRC administrator
- personal computer with a connection to the Internet
- Microsoft Internet Explorer 6.0+ or Firefox 2.0+ (supporting 128-bit secure sockets layer connectivity)

5.7 *Hours of Operation*

5.7.1 *Duty Hours*

The Contractor shall provide technical support twenty four (24) hours a day, seven (7) days a week, Monday through Sunday. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

5.7.2 *Recognized Holidays*

The Contractor is required to provide service on nationally observed Federal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

5.7.3 Hours of Operation Other Than Normal

There might be mission situations that require the Contractor to work other than normal hours to include evenings. Some of these situations are contingency operations or weather emergencies. Such scheduling may require work to be accomplished at times other than normal duty hours.

The NRC Project Officer or Contracting Officer shall inform the Contractor Manager as far in advance as is possible to plan for such duty. Such changes in contract performance will be addressed in accordance with the applicable terms of this contract with a corresponding appropriate adjustment in contract price.

5.8 Continuity of Services

The Contractor recognizes that the services under this contract are considered vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

5.9 Privacy Act

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a, FAR 52.224-2, Privacy Act, and applicable agency rules and regulations. The Privacy Act of 1974 is the principal law protecting citizens' data from government use and misuse. The Privacy Act establishes "fair information practices" for personal information, restricts collection and use of personal information, and allows individuals to bring suit against the government for violations. In broad terms, the Privacy Act requires agencies to

1. Establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of "records" and protect against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience or unfairness to any individual on how information is maintained.
2. Ascertain the accuracy of all records before releasing information.
3. Maintain a detailed accounting of disclosures so that the agency can forward any corrections or amendments to the released information.

5.10 Personal Services

This effort is not for the procurement of personal services which is prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract".

5.11 Computer Security and Privacy Requirements

Within 30 days of contract award, the Contractor shall provide documentary proof to the NRC Project Officer to certify the training of all employees involved in the management, use, design, development, maintenance or operation of an application or automated information system in the rules and requirements pertaining to security of the respective Federal IT systems, which they access, operate, or manage. Training shall be consistent with guidance issued by the OMB and NIST Special Publication 800-16. Within 30 days of hire, the Contractor shall provide documentary proof to the NRC Project Officer that each new employee has been trained. Computer security awareness refresher training is required at least annually or whenever there is a significant change in IT. Within 30 days of the completion of such refresher training, the Contractor shall provide documentary proof to the NRC Project Officer.

5.12 Personnel and Management Requirements

The Contractor shall provide the correct number of qualified, competent, and fully trained personnel to perform the activities delineated under this contract. The Contractor personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

The Contractor shall have the professional communication skills required to take the necessary actions to contact, meet with, discuss, and otherwise obtain information required to accomplish the items described in this performance based statement of work on his/her own initiative without supervision.

The Contractor shall not employ a person for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

An ADP Level 1 clearance is required for each individual who must have physical access to the system hardware and for each individual who requires anything greater than anonymous electronic access to the system. This would include anyone with a login account to the system (including but not limited to monitoring system logs or applications and system administration). These requirements do not apply to functions that can be performed remotely by electronic means if those functions do not require a login account, such as monitoring the availability of the system from outside the system (as a member of the public could do) or checking for broken links.

5.13 Government Observations

Government personnel, other than the CO or Project Officer, may from time-to-time, observe or inspect Contractor operations. However, these personnel may not interfere with Contractor performance. The Contractor will provide reasonable assistance and information for these observations, as requested by these Government personnel. Any observations by Government personnel other than the CO and Project Officer, and/or their designee are only informational and shall not result in any payment action under this contract for or against the Contractor.

5.14 Quality Control

The Contractor shall provide the following:

5.14.1 Deficiency Prevention

A description of the methods to be used for identifying and preventing deficiencies and their causes in the quality of service performed before the level of performance becomes unacceptable.

5.14.2 Inspection Files

A description of the records to be kept to document all inspections conducted by the Contractor and the necessary corrective or preventive actions taken. This document shall be made readily available to the Government during the term of the contract.

The records of inspections shall be kept and made readily available to the Government throughout the contract performance period and for the period after contract completion in accordance with Federal Acquisition Regulations Subpart 4.7 and the applicable Contractor records retention clause in this contract until final settlement of any claims under this contract.

5.15 Performance Evaluation Meetings

The Contractor Manager may be required to meet at least weekly with the Project Officer during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the Project Officer. However, if the Contractor requests, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. The written minutes of all performance evaluation meetings shall be prepared by the Government and signed by the Program Manager, Quality Assurance Evaluator (QAE), and the Project Officer. Should the Contractor not concur with the minutes, the Contractor shall so state any areas of non-concurrence in writing to the Project Officer within ten calendar days of receipt of the signed minutes. The minutes will be included in the contract file.

5.16 Contingencies

The Contractor shall provide for his contingency responsibilities to ensure continuity of services in the event of Contractor employee absences.

In the event of and to provide for unanticipated changes in the level of services required, such as local or national emergencies as determined by the Government, Federal employees may be assigned to supplement the Government and Contractor's workforce on a temporary basis at no penalty to the Contractor. Such changes in contract performance levels will be addressed in accordance with the applicable terms of this contract with a corresponding appropriate adjustment in contract price.

As an alternative to such directed changes in the level of Contractor provided services for emergency situations, Federal employees may be assigned to supplement the Government and Contractor's workforce on a temporary basis without a reduction in contract price.

5.16.1 Inclement Weather

The Contractor will be provided the NRC policy regarding weather emergencies. The Contractor Manager and Project Officer will coordinate a plan to communicate the closing of NRC facilities during inclement weather.

5.17 Records/Data

Reference: FAR 52.227-14, "Rights in Data-General (June 1987)"

Indicate data normally generated in the performance of this task and ownership of the data at the end of the task. In addition, identify the format of the data. FAR 52.227-14 is applicable and hereby incorporated by reference into this order, with the addition of the following terms:

"However and in addition thereto, the Contractor understands and agrees that copyright of data first developed or produced in the performance of this order(s) shall be subject to obtaining permission and approval from the government contracting officer and is further subject to granting the government with a free paid up, world wide, irrevocable license to use, copy, release, duplicate, distribute, and disseminate the data for governmental purposes and to further allow the government the right to use, copy, release, duplicate, distribute, and disseminate the data to participants, interested parties, litigants and members of the public that the government deems necessary to fulfill its statutory, regulatory and policy obligations."

5.18 Support for Internet Protocol Version 6

The Contractor shall provide an Internet Protocol Version 6 (IPV6) compliant product or system capable of receiving, processing, transmitting, or forwarding as appropriate IPV6 packets and should interoperate with other systems and protocols in both the IPV4 and IPV6 modes of operation. Specifically, the Contractor shall provide a product or system that

1. interoperates with both IPV6 and IPV4 systems and products, and
2. if not initially compliant provide a migration path and commitment to upgrade to IPV6 for all application and product features within 90 days of the identification of noncompliance.

The Contractor shall provide IPV6 technical support for development and implementation and fielded product management. Further information on IPV6 requirements are available at <http://www.whitehouse.gov/omb/assets/omb/memoranda/fy2005/m05-22.pdf>

5.19 Government-Furnished Records, Files, Documents, and Work Papers

The Government shall furnish appropriate records (Standard Operational Procedures, regulations, manuals, texts, briefs and the other materials associated with this project.) All records, files, documents, and work papers provided by the Government and/or generated for the Government in the performance of this contract are Government property and shall be maintained and disposed by the Government. At the time of disposition the Contractor shall box, label contents, and turn them over to the Contracting Officer.

5.20 Forms, Manuals and Publications

The Government will provide forms, manuals, and other publications expressly required to perform the work in this statement of work.

5.21 System Availability

Public access to all content delivered by means of the services provided in this contract shall be available 100% of the time, 24 hours each day, 365 days each year for the term of the contract.

6 Security Requirements

The contractor and all its personnel shall be responsible for implementing sufficient Information system security, to reasonably prevent the compromise of NRC resources for all of the systems that are interconnected with a NRC network. The NRC systems that are operated by contractor and/or vendor equipment used to process or store NRC data must comply with the following requirements and shall assist NRC with the performance of annual compliance reviews.

Information system resources include, but are not limited to, hardware, application software, system software, and information (data). Information system services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

All Contractor servers, switches, routers, and other associated hardware supporting the service shall be

- physically and environmentally secured,
- configured and maintained in compliance with NRC policy (including all hardware and software patches), and
- fully documented in a system concept of operations and a systems architecture to be provided to the NRC.

The Contractor shall

1. comply with the NRC information systems security certification and accreditation process and shall obtain an Authority to Operate (ATO) from the NRC Designated Approving Authority (DAA) prior to initiating operations;
2. address and comply with all NIST 800-53 requirements consistent with moderate baseline security controls specified in "References for Creating Documentation to Validate Compliancy," (Attachment 3);
3. provide all documentation specified in Section 4 of this Statement of Work;
4. at no cost to the government correct any deficiencies identified in the evaluation report for the ST&E provided by the Government at the conclusion of the C&A process until a full ATO that confers full certification and accreditation from the DAA is obtained; and
5. provide both remote and physical access to their facilities and NRC systems on an unscheduled basis to NRC staff performing system scans and auditing security controls.

For connections involving a public user, the public user shall not be required to provide authentication or encryption and shall be able to log in to the NRC Production Web Site anonymously.

For connections involving a NRC user, Contractor servers shall be configured for 128-bit secure sockets layer authentication.

6.1 *Processing (FIPS) Standards and Special Publications (SP) 800 Series guidance*

The Contractor shall provide secure data communications (encryption, authentication, data integrity checking, key exchange, and data compression) commensurate with the risks inherent with the information sensitivity.

The Contractor shall propose a technological solution that meets and utilizes all Federal Enterprise Architecture standards.

7 Schedule of Tasks and Deliverables

Summary of Tasks

The project schedule for this contract calls for four major tasks. Tasks 7.1 through 7.3 shall be provided as full and complete services on the due date specified below and maintained throughout the term of the contract. Task 7.4 is a recurring effort that shall be completed by the due date specified below and then, at the option of the NRC, updated by the same number of calendar days from the start of each option year thereafter.

Task	Description	Due Date
7.1	Maintain content delivery, continuity of operations, and Web server statistics and	contract award

	reporting tools	
7.2	Implement Web site spidering to backup site	contract award + 30 calendar days
7.3	Provide Access to Web Server Statistics and Reporting Tools	contract award
7.4	Provide project documentation	contract award + 30 calendar days (except as stated in section 4.4.2)
7.5	Support onsite security scans	periodically

7.1 Task: Maintain content delivery, continuity of operations, and Web server statistics and reporting tools

7.1.1 Completion Date

Contract award

7.1.2 Task Summary

The Contractor shall maintain the current level of service throughout the transition from the previous contract² to the new contract without a break in connectivity. This level of service was provided under the previous Statement of Work and all modifications thereto. All new or enhanced services or features described in this statement of work shall be tested and brought to production in such a manner so as to avoid any interruption in the ability of our end users to access our Public Web Site or of our staff to access any of the services included in our previous contract that are available through the secure Web portal provided under the previous Statement of Work and all modifications thereto.

7.1.3 Associated Functional Requirements

This task encompasses the critical services described in Sections 4.1, 4.2.1, 4.2.3, and 4.4 of this Statement of Work.

² NRC Contract NRC-33-04-331, "External Web Content Delivery and Continuity of Operations Services," issued to Acuity, Inc., 9/2/2004.

7.2 Task: Implement Web site spidering to backup site

7.2.1 Completion Date

Contract award + 30 calendar days

7.2.2 Task Summary

The Contractor shall provide and configure the service to create and host a backup copy of the NRC Public Web Site. This backup copy shall be supported by the same network infrastructure as is included in the site delivery service provided to comply with Requirement 4.1. This backup copy of the NRC Public Web Site shall be maintained through a Contractor-provided Web spidering service that crawls the NRC origin site at an interval specified by the NRC.

7.2.3 Associated Functional Requirements

This task encompasses the critical services described in Section 4.2.2 of this Statement of Work.

7.3 Task: Provide Access to Web Server Statistics and Reporting Tools

7.3.1 Completion Date

Contract award

7.3.2 Task Summary

The Contractor shall provide and support the implementation of web site statistics tracking and monitoring tools. These tools shall be web based and enable the NRC to perform customized reports to monitor desired statistics on specified web objects and pages contained in the www.nrc.gov Web site.

7.3.3 Associated Functional Requirements

This task encompasses the critical services described in Section 4.3 of this Statement of Work.

7.4 Task: Provide project documentation

7.4.1 Completion Date

Contract award + 30 calendar days except as noted in Section 4.4.2 of this Statement of Work.

7.4.2 Task Summary

The Contractor shall provide documentation to address all aspects of the functional, security, and project management requirements associated with this effort.

7.4.3 Associated Functional Requirements

This task encompasses the critical services described in Section 4.4 of this Statement of Work.

7.5 Task: Support onsite security scans

7.5.1 Completion Date

Periodic

7.5.2 Task Summary

The Contractor shall allow NRC or its contractor access to perform onsite security scans.

7.5.3 Associated Functional Requirements

This task encompasses the critical services described in Section 4.5 of this Statement of Work.

8 Inspection and Acceptance

In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the Contractor notified of the Project Officer's findings within 5 workdays of normally scheduled review.

9 Procedures for Payment of Fixed Cost

Billing and payment shall be accomplished in accordance with the contract. The Contractor's invoice will be for one month for services performed in the previous month. The Contractor may

invoice only for the unique services ordered and used in direct support of the client representative's project. Failure to comply with the procedures outlined above may result in the payment being delayed.

The contractor may impose a fixed burst charge for bandwidth required in excess of the monthly fixed allowance for NRC Web site traffic. This charge, expressed as a cost per unit of excess bandwidth, shall be fixed at contract award.

10 Review and Approval of Reports

10.1 Reporting Requirements

In addition to meeting the delivery schedule in the timely submission of any draft and final reports, summaries, data and documents that are created in the performance of this contract, the Contractor shall comply with the directions of the NRC regarding the contents of the report, summaries, data and related documents to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein at no additional cost to the NRC. Performance under the contract will not be deemed accepted or completed until the NRC's directions are complied with. The reports, summaries, data and related documents will be considered draft until approved by the NRC. The Contractor agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data and related documents created under this contract remains solely within the discretion of the NRC.

10.2 Publication of Results

Prior to any dissemination, display, publication or release of articles, reports, summaries, data or related documents developed under the contract, the Contractor shall submit for review and approval by the NRC the proposed articles, reports, summaries, data and related documents that the Contractor intends to release, disseminate or publish to other persons, the public or any other entities. The Contractor shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents or the contents therein that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The Contractor agrees to conspicuously place any disclaimers, markings or notices directed by the NRC on any articles, reports, summaries, data and related documents that the Contractor intends to release, display, disseminate or publish to other persons, the public or any other entities. The Contractor agrees and grants a royalty free, nonexclusive, irrevocable world-wide license to the government to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data and related documents developed under the contract, for any governmental purpose and to have or authorize others to do so.

10.3 Identification/ Marking of Sensitive and Safeguards Information

The decision, determination or direction by the NRC that information constitutes sensitive or safeguards information remains exclusively a matter within the authority of the NRC to make. In performing the contract, the Contractor shall clearly mark sensitive and safeguards information to include for example "Official Use Only" and "Safeguards Information" on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the Contractor shall use the applicable NRC cover sheet forms (e.g. NRC Form 461 "Safeguards Information" and NRC Form 190B "Official Use Only") in maintaining these records and documents. The Contractor will ensure that sensitive and safeguards information is handled appropriately, maintained and protected from unauthorized disclosure. The Contractor shall comply with the requirements to mark, maintain and protect all information including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.6.

10.4 Remedies

In addition to any civil, criminal and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions and or NRC directions may result in suspension, withholding or offsetting of any payments invoiced or claimed by the Contractor. If the Contractor intends to enter into any subcontracts or other agreements to perform this contract, the Contractor shall include all the above provisions in any subcontract or agreements.

11 Corrective Actions And Penalties For Deviations From Performance Criteria

The Contractor shall meet all performance criteria specified in this statement of work. This section details the contractual rights and obligations of the Contractor and the NRC should the Contractor fail to meet one or more performance criteria.

11.1 Schedule and Cost of No-Cost Corrective Actions and Penalties

Failure to meet any performance criterion for one performance period shall result in a no-cost corrective action by the Contractor. The Contractor shall make every effort to complete the corrective action as soon as practicable. Failure to meet any single performance criterion for two successive performance periods shall result in both an additional no-cost corrective action by the Contractor and a penalty of five percent (5%) from the total monthly contract cost for each of the months during which the failure occurred (retroactively).

11.2 Right To Waive Penalties and Costs

The NRC reserves the right, solely at its discretion, to waive any assessed penalties or corrective action costs at any time.

11.3 Right to Prioritize and Schedule Corrective Actions

The NRC reserves the right to determine the priority and schedule under which no-cost corrective actions are taken, subject to technical limitations outside the control of the Contractor or outside the scope of this statement of work.

11.4 Definition of Performance Period

For the purposes of this statement of work, a **performance period** shall be defined as one monthly billing cycle, unless otherwise agreed to in writing by both the NRC and the Contractor's official representative.

11.5 Definition of No-Cost Corrective Action

A no-cost corrective action is an activity undertaken by the Contractor, upon formal approval by the NRC, to restore performance to a pre-failure level. The action taken shall be declared successful (in calculating any future penalties) only if performance is verified to be at the pre-failure level for the next reporting period. The resources (and cost) needed to perform, document, and confirm the success of a no-cost corrective action shall be borne entirely by the Contractor.

11.6 Definition and Scope of Penalties For Performance Failure

The five-percent (5%) penalty for each failure to meet a single performance criterion for two successive months is cumulative; for example a failure to meet two criteria concurrently for two successive months would result in a twenty-percent (20%) penalty (5% per month per criterion). However, the total accumulated penalties for all deviations during a contract year shall not exceed twenty-five percent (25%) of the total annual cost of the contract during the contract year in which the failures occur.

Any penalties assessed during one contract year shall have no bearing on the calculation of penalties assessed in the next contract year. If a failure that began in one year continues without break into the next contract year, the penalty for this sustained failure across contract years shall be assessed from the contract costs billed for the first year in which the failure was identified. Thus, the penalty assessed for a failure that began in a previous contract year shall not be included in the calculation of the 25% maximum penalty for the year in which the failure is corrected.

Penalties shall not be assessed for failures resulting from conditions outside the scope of this contract or outside the control of the Contractor.

11.7 Self-Identification of Performance Failures

The NRC encourages good faith compliance with this statement of work. If the Contractor identifies a performance failure before being notified of the failure by the NRC and if the failure is within both the scope of this statement of work and the control of the Contractor, the NRC will not begin calculating a performance deviation period for the purposes of assessing a penalty if the Contractor successfully accomplishes all of the following.

11.7.1 Good Faith Failure Notification

The Contractor, on identifying a performance failure within its control, notifies the NRC Project Officer (PO) by telephone and email within 1 business day (and in writing for documentary purposes) of the failure, its root cause (if known at the time of identification), the Contractor's planned no-cost corrective action, and the proposed schedule for completing this corrective action.

11.7.2 Good Faith Corrective Action

The Contractor, on receipt of a telephonic or email confirmation and acceptance of the planned corrective action and schedule from the NRC PO, or on negative consent (no confirmation received from NRC within 5 business days from date of the Contractor's initial notification email to the NRC), shall complete the planned no-cost action within the schedule agreed to by the NRC and return the service to a pre-failure condition.

11.7.3 Good Faith Documentation

The Contractor shall routinely notify the NRC PO through email progress reports as the corrective action is accomplished. The frequency of notification shall be at least once per week (or up to once per day at the request of the NRC). The Contractor's Project Manager shall track all corrective actions and correspondence, and document their results in the formal monthly status reports made to the NRC.

11.8 Examples of No-Cost Corrective Actions

The following examples of no-cost corrective actions are for the purpose of illustration and are not intended to be exhaustive.

- Troubleshoot delayed or lost connections or data.
- Patch, upgrade, or replace software with equivalently capable software or services.
- Reroute data through a Contractor-controlled network to avoid latency or packet loss.
- Replace failed hardware.
- Restore data from a backup medium or system.

- Switch from a failed platform to a backup platform (e.g. load balancing or “hot swap”).
- Replace a non-performing contract employee with an equivalently qualified candidate (must be approved by the NRC if identified as one of the Key Personnel).
- Replace a non-performing subcontractor by terminating the subcontract and initiating a new contract with a comparably capable firm.

Attachments

Attachment 1: Monthly Status Report Guidance

Attachment 2: Billing Instructions for Fixed Price Contracts (June 2008)

Attachment 3: References for Creating Documentation to Validate Compliance

Attachment 4: Contract Security and/or Classification Requirements (NRC Form 187)

Attachment 5: Acronyms and Abbreviations

Attachment 6: Definitions

Attachment 7: Recommended Security Controls for Federal Information Systems: Moderate Impact Baseline

Attachment 1: Monthly Status Report Guidance

Task Information

NRC contract number

Accounting Control Transaction (ACT) number and reporting period

Client agency and location

Brief task description

Reporting Period Information

- A summary of progress to date and percentage of completion by task area
- Milestones reached or, if missed, and explanation provided
- A narrative review of work accomplished during the reporting period and significant events.
- Any problems, constraints, issues, 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.
- Description of any travel or unique services provided
- Efforts planned or completed by the next report

Attachment 2: Billing Instructions for Fixed Price Contracts (June 2008)

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

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

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

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

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

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

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

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

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

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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

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

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

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

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

Attachment 3: References for Creating Documentation to Validate Compliancy

Draft SP 800-72, Draft NIST Special Publication 800-72, Guidelines on PDA Forensics - see [CSRC drafts](#).

Draft SP 800-70, Draft NIST Special Publication 800-70, The NIST Security Configuration Checklists Program - see [CSRC drafts](#).

Draft SP 800-68, Draft NIST Special Publication 800-68, Guidance for Securing Microsoft Windows XP Systems for IT Professionals: A NIST Security Configuration Checklist - see [CSRC drafts](#).

SP 800-67, Recommendation for the Triple Data Encryption Algorithm (TDEA) Block Cipher, May 2004 [Adobe PDF](#) (960 KB).

Draft SP 800-66, DRAFT Special Publication 800-66: An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule see [CSRC drafts](#).

Draft SP 800-65, DRAFT Special Publication 800-65: Integrating Security into the Capital Planning and Investment Control Process - see [CSRC drafts](#).

SP 800-64, Security Considerations in the Information System Development Life Cycle, October 2003 (revised file posted July 7, 2004) [Adobe PDF](#) (1,083 KB) [Zipped PDF](#) (669 KB).

SP 800-63, Electronic Authentication Guideline: Recommendations of the National Institute of Standards and Technology, June 2004 (revised file posted September 27, 2004) [Adobe PDF](#) (217 KB).

SP 800-61, Computer Security Incident Handling Guide, January 2004 [Adobe PDF](#) (2.71 MB) [Zipped PDF](#) (1.6 MB).

SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, June 2004 [Volume I Adobe PDF](#) (444 KB) [Volume II: Appendixes Adobe PDF](#) (2,003 KB).

SP 800-59, Guideline for Identifying an Information System as a National Security System, August 2003 [Adobe PDF](#) (95.5 KB) [Zipped PDF](#) (72.9 KB).

Draft SP 800-58, DRAFT Special Publication 800-58 : Security Considerations for Voice Over IP Systems - see [CSRC drafts](#).

Draft SP 800-57, DRAFT Special Publication 800-57 Recommendation on Key Management see [CSRC drafts](#).

Draft SP 800-56, DRAFT Special Publication 800-56, Recommendation on Key Establishment Schemes - see CSRC drafts.

SP 800-55, Security Metrics Guide for Information Technology Systems, July 2003 [Adobe PDF](#) (569 KB) [Zipped PDF](#) (465 KB).

Draft SP 800-53, DRAFT NIST Special Publication 800-53, Recommended Security Controls for Federal Information Systems - see [CSRC drafts](#).

Draft SP 800-52, DRAFT Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations - see [CSRC drafts](#).

SP 800-51, Use of the Common Vulnerabilities and Exposures (CVE) Vulnerability Naming Scheme, September 2002 [Adobe PDF](#) (204 KB) [Zipped PDF](#) (177 KB).

SP 800-50, Building an Information Technology Security Awareness and Training Program, October 2003 [Adobe PDF](#) (4,131 KB) [Zipped PDF](#) (3,565 KB).

SP 800-49, Federal S/MIME V3 Client Profile, November 2002 [Adobe PDF](#) (151 KB) [Zipped PDF](#) (112 KB).

SP 800-48, Wireless Network Security: 802.11, Bluetooth, and Handheld Devices, November 2002 [Adobe PDF](#) (1,027 KB) [Zipped PDF](#) (780 KB).

SP 800-47, Security Guide for Interconnecting Information Technology Systems, September 2002 [Adobe PDF](#) (729 KB) [Zipped PDF](#) (505 KB).

SP 800-46, Security for Telecommuting and Broadband Communications, September 2002 [Adobe pdf](#) (3,779 KB) [Zipped PDF](#) (2,156 KB).

SP 800-45, Guidelines on Electronic Mail Security, September 2002 [Adobe PDF](#) (1,098 KB) [Zipped PDF](#) (1,019 KB).

SP 800-44, Guidelines on Securing Public Web Servers, September 2002 [Adobe PDF](#) (2,183 KB) [Zipped PDF](#) (2,073 KB).

SP 800-43, Systems Administration Guidance for Windows 2000 Professional, November 2002 [HTML, with security templates](#).

SP 800-42, Guideline on Network Security Testing, October 2003 [Adobe PDF](#) (1,554 KB) [Zipped PDF](#) (1,104 KB).

SP 800-41, Guidelines on Firewalls and Firewall Policy, January 2002 [Adobe PDF](#) (1,180 KB)

SP 800-40, Procedures for Handling Security Patches, September 2002 [Adobe PDF](#) (3,773 KB) [Zipped PDF](#) (1,949 KB).

SP 800-38C, Recommendation for Block Cipher Modes of Operation: the CCM Mode for Authentication and Confidentiality, May 2004 [Adobe PDF](#) (104 KB).

Draft SP 800-38B, Special Publication 800-38B, Recommendation for Block Cipher Modes of Operation: the RMAC Authentication Mode - see [CSRC drafts](#).

SP 800-38A, Recommendation for Block Cipher Modes of Operation - Methods and Techniques, December 2001 [Adobe PDF](#) (225 KB).

- SP 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems, May 2004 [Adobe PDF](#) (738 KB).
- SP 800-36, Guide to Selecting Information Security Products, October 2003 [Adobe PDF](#) (464 KB) [Zipped PDF](#) (339 KB).
- SP 800-35, Guide to Information Technology Security Services, October 2003 [Adobe PDF](#) (2,920 KB) [Zipped PDF](#) (2,426 KB).
- SP 800-34, Contingency Planning Guide for Information Technology Systems, June 2002 [Adobe PDF](#) (1,937 KB) [Zipped Adobe PDF](#) (1,164 KB).
- SP 800-33, Underlying Technical Models for Information Technology Security, December 2001 [Adobe PDF](#) (453 KB).
- SP 800-32, Introduction to Public Key Technology and the Federal PKI Infrastructure, February 2001 [Adobe PDF](#) (256 KB).
- SP 800-31, Intrusion Detection Systems (IDS), November 2001 [Adobe PDF](#) (851 KB).
- SP 800-30, Risk Management Guide for Information Technology Systems, July 2002 [Adobe PDF](#) (479 KB).
- SP 800-29, A Comparison of the Security Requirements for Cryptographic Modules in FIPS 140-1 and FIPS 140-2, June 2001 [Adobe PDF](#) (274 KB).
- SP 800-28, Guidelines on Active Content and Mobile Code, October 2001 [Adobe PDF](#) (498 KB).
- SP 800-27 Rev. A, Engineering Principles for Information Technology Security (A Baseline for Achieving Security), Revision A, June 2004 [Adobe PDF](#) (291 KB).
- SP 800-26, Security Self-Assessment Guide for Information Technology Systems, November 2001 [Adobe PDF](#) (1,522 KB) [MS Word .doc](#) (922 KB).
- SP 800-25, Federal Agency Use of Public Key Technology for Digital Signatures and Authentication, October 2000 [Adobe PDF](#) (130 KB) [MS Word .doc](#) (421 KB).
- SP 800-24, PBX Vulnerability Analysis: Finding Holes in Your PBX Before Someone Else Does, August 2000 [Adobe PDF](#) (225 KB).
- SP 800-23, Guideline to Federal Organizations on Security Assurance and Acquisition/Use of Tested/Evaluated Products, August 2000 [Adobe PDF - Complete document](#) (837 KB) [\[Part 1 of 3 PDF](#) (419 KB) [Part 2 of 3 PDF](#) (160 KB) [Part 3 of 3 PDF](#) (261 KB)] [Complete zipped PDF](#) (803 KB).
- SP 800-22, A Statistical Test Suite for Random and Pseudorandom Number Generators for Cryptographic Applications, October 2000 [Revised: May 15, 2001] [Adobe PDF](#) (1,422 KB) Errata sheet for originally published version ([Adobe PDF](#)).
- SP 800-21, Guideline for Implementing Cryptography in the Federal Government, November 1999 [Adobe PDF](#) (612 KB).

SP 800-20, Modes of Operation Validation System for the Triple Data Encryption Algorithm (TMOVS): Requirements and Procedures, Revised April 2000 [Adobe PDF](#) (1,246 KB).

SP 800-19, Mobile Agent Security, October 1999 [Adobe PDF](#) (136 KB).

SP 800-18, Guide for Developing Security Plans for Information Technology Systems, December 1998 [MS Word .doc](#) (540 KB) [Adobe PDF](#) (306 KB).

Letter from CIO Council Security Committee [Adobe PDF](#) (31 KB).

SP 800-17, Modes of Operation Validation System (MOVS): Requirements and Procedures, February 1998 [Adobe PDF](#) (406 KB).

SP 800-16, Information Technology Security Training Requirements: A Role- and Performance-Based Model (supersedes NIST Spec. Pub. 500-172), April 1998 [Pt. 1 - document: [Adobe PDF](#) (845 KB), Pt. 2 - Appendix A-D: [Adobe PDF](#) (96 KB), Part 3 - Appendix E: [Adobe PDF](#) (374 KB)].

SP 800-15, Minimum Interoperability Specification for PKI Components (MISPC), Version 1, January 1998 [Adobe PDF](#) (278 KB), [MS Word .doc](#) (339 KB), [Postscript file](#) (886 KB).

SP 800-14, Generally Accepted Principles and Practices for Securing Information Technology Systems, September 1996 [Postscript file](#) (480 KB), [WordPerfect file](#) (182 KB), [Adobe PDF](#) (188 KB).

SP 800-13, Telecommunications Security Guidelines for Telecommunications Management Network, October 1995 [WordPerfect file](#) (217 KB).

SP 800-12, An Introduction to Computer Security: The NIST Handbook, October 1995 [HTML format](#).

[Postscript File 1 of 5 \(602 KB\)](#)

[Postscript File 2 of 5 \(3,051 KB\)](#)

[Postscript File 3 of 5 \(1,345 KB\)](#)

[Postscript File 4 of 5 \(575 KB\)](#)

[Postscript File 5 of 5 \(1,247 KB\)](#)

[Adobe PDF \(1,685 KB\)](#)

[Word .doc Ch. 14-20 \(313 KB\)](#)

[Word .doc extra of document \(18 KB\)](#)

Attachment 4: Contract Security and/or Classification Requirements (NRC Form 187)

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

Acuity, Inc.
Ronald Reagan Building
1300 Pennsylvania Avenue N.W., Suite 700
Washington, D.C. 20004

**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**

02/02/2009

**C. PROJECTED
COMPLETION DATE**

02/01/2012

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

NRC-33-04-331

DATE

02/01/2009

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Public Web Site Content Delivery and Continuity-of-Operations Services

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.**

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

**D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS
INFORMATION.**

**H. ☐ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC
FACILITIES.**

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

I. ☐ REQUIRED TO CARRY FIREARMS.


**F. ☐ UNESCORTED ACCESS TO NRC HEADQUARTERS
BUILDING.**

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 Jeffrey Main, IT Specialist (INET)	SIGNATURE 	DATE 12/18/2009
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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:

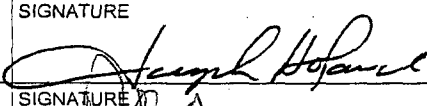
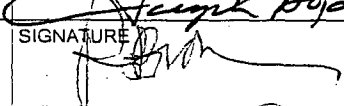

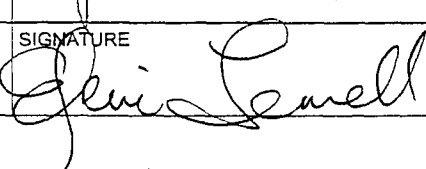
☐ AUTHORIZED CLASSIFIER (Name and Title) ☐ DIVISION OF FACILITIES AND SECURITY

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 Joseph Holonich, IRSD/OIS	SIGNATURE 	DATE 12/22/09
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber, DFS/ADM	SIGNATURE 	DATE 1/30/09
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  Phyllis Bower, DC/ADM	SIGNATURE 	DATE 2/2/09

REMARKS

Attachment 5: Acronyms and Abbreviations

The following acronyms and abbreviations are used throughout this document.

ANACI	Access National Agency Check with Inquiries
ASP	Application Service Provider
ATO	Authority to Operate
CO	Contracting Officer, NRC
COOP	Continuity Of Operations
DAA	Designated Approving Authority
DFS	Division of Facilities and Security, NRC
FAR	Federal Acquisition Regulations
FIPS	Federal Information Processing Standards
FISMA	Federal Information Security Management Act
FTE	Full Time Equivalent
FTP	File Transfer Protocol
SFTP	Secure File Transfer Protocol
GB	Gigabyte
HTML	HyperText Markup Language
HTTP	HyperText Transport Protocol
HTTPS	HyperText Transport Protocol-Secure
IP	Internet Protocol
IT	Information Technology
LB	Limited Background Investigation
MD	Management Directive, NRC
NARA	National Archives and Records Administration
NIST	National Institute of Standards and Technology
PDF	Portable Document Format, Adobe Acrobat
PO	Project Officer, NRC

SB/DFS Security Branch, Division of Facilities and Security

SFTP Secure File Transfer Protocol

SITSO Senior Information Technology Security Officer, NRC

SSL Secure Sockets Layer

ST&E System Test and Evaluation

TB Terabyte

XML eXtensible Markup Language

Attachment 6: Definitions

Critical Task

A task which is vital to the successful completion of the Government's mission and if done incorrectly or behind schedule could cause the Government irreparable harm. A critical task must be completed by the Contractor with a standard of performance of 100% accuracy (except as otherwise noted herein).

Dynamically Cache

To store data temporarily based on business rules and without client intervention.

Dynamically Direct

To route or reroute a request by algorithm through an optimal path without user intervention.

Origin Server

The Internet Web Server scanned by the Contractor's indexing server for new content at periodic intervals. Only content retrieved by the Contractor's service will be visible to the public who visit the NRC Public Web Site.

NRC Public Web Site

The only NRC Web site visible to the public at <http://www.nrc.gov>. It is delivered through this service and is periodically updated by the Contractor's indexing engine when it crawls the Origin Server.

Web Spider (or Web Crawler)

A program or automated script that browses the World Wide Web in a methodical, automated manner. This process is called *web crawling* or *spidering*. Many sites, in particular search engines, use spidering as a means of providing up-to-date data. Web crawlers are mainly used to create a copy of all the visited pages for later processing by a search engine that will index the downloaded pages to provide fast searches. Crawlers can also be used for automating maintenance tasks on a website, such as checking links or validating HTML code.

Pricing For Monthly Service

The recurring services shown below are priced on a monthly basis. The pricing for the Base Year and the two Option Years are the same rates and do not escalate on a yearly basis. A pricing detail section which describes overage rates and tiered pricing for the various services follows.

Pricing Table Summary**Base Year**

Recurring Monthly Services	Cost
Distributed Delivery Service of NRC Content	[REDACTED]
Site Snapshot	[REDACTED]
Netstorage: 100 GB	[REDACTED]
Site Shield	[REDACTED]
Site Failover	[REDACTED]
Webtrends	[REDACTED]
<i>Recurring Monthly Cost (to be invoiced monthly)</i>	[REDACTED]
<i>Subtotal Yearly Cost for Above Monthly Services</i>	[REDACTED]
Other Services	
Fixed Price Consulting Service	[REDACTED]
Fixed Price C&A Support	[REDACTED]
<i>Total Base Year Cost</i>	\$457,052.00

Option Year 1

Recurring Monthly Services	Cost
Distributed Delivery Service of NRC Content	[REDACTED]
Site Snapshot	[REDACTED]
Netstorage: 100 GB	[REDACTED]
Site Shield	[REDACTED]
Site Failover	[REDACTED]
Webtrends	[REDACTED]
<i>Recurring Monthly Cost (to be invoiced monthly)</i>	[REDACTED]
<i>Subtotal Yearly Cost</i>	[REDACTED]
Fixed Price C&A Support	[REDACTED]
<i>Total Option Year 1 Cost</i>	\$267,234.00

Option Year 2

Recurring Monthly Services	Cost
Distributed Delivery Service of NRC Content	
Site Snapshot	
Netstorage: 100 GB	
Site Shield	
Site Failover	
Webtrends	
<i>Recurring Monthly Cost (to be invoiced monthly)</i>	
<i>Subtotal Yearly Cost</i>	\$253,752.00
Fixed Price C&A Support	
<i>Total Option Year 2 Cost</i>	\$267,234.00

Total Three Years

Recurring Monthly Services	
Fixed Price Consulting Service	
Fixed Price C&A Support	
<i>Total Three Years</i>	\$991,520.00

All Recurring Monthly Services and all Other Services to be invoiced monthly for services performed in the previous month.

Pricing Detail

Site Delivery:

Distributed Delivery of NRC www. Content. 4 mps. \$4,649.00

Monthly Total Secure Delivery: \$4649.00

Site Snapshot Tool (SST):

Monthly Total SST: \$3,236.00

Netstorage

Netstorage:100GB (\$18.16/GB)

Monthly Total Netstorage: \$1,816.00

Netstorage Tiered Pricing Table - Options (as requested by NRC)

Akamai	132-52	100-143	100	GB	(Monthly price per GB)	
Akamai	132-52	100-144	500	GB	(Monthly price per GB)	
Akamai	132-52	100-144.1	1,000	GB	(Monthly price per GB)	
Akamai	132-52	100-144.2	2,000	GB	(Monthly price per GB)	
Akamai	132-52	100-144.3	3,000	GB	(Monthly price per GB)	
Akamai	132-52	100-144.4	5,000	GB	(Monthly price per GB)	
NetStorage is priced on a monthly basis with a Committed Volume of Storage (CVS) according to the schedule above. Storage usage over the CVS is rounded up to the whole GB and billed in arrears. premium over the standard CVS rates.						

Site Shield (no monthly change) Monthly
Total SiteShield: [REDACTED]

Site Failover (no change)
Monthly Total Site Failover: [REDACTED]

WebTrends (no change)
2 MPV (\$728/MPV)
Monthly Total WebTrends: [REDACTED]

Travel is NOT required to complete the work as defined in the 'In Scope' section of this SOW.

Attachment 7: Recommended Security Controls for Federal Information Systems: Moderate Impact Baseline

The following descriptions of controls are from Annex 2, *Moderate Impact Baseline*, of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, *Recommended Security Controls for Federal Information Systems* (Revision 2, 12/2007) to address risk impacts (loss of confidentiality, integrity, and availability). The services provided under this contract are categorized as a Moderate Impact system (low confidentiality, moderate integrity, and moderate availability).

Note: These controls are only a baseline template for illustration purposes and should not be construed as representing the final controls to be required of the contractor. During the Certification and Accreditation processes, various controls may be waived, reduced, or strengthened at the discretion of the NRC in consultation with the contractor.
