

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

1. REQUISITION NO. 38-09-747	PAGE 1 OF 8
2. CONTRACT NO. GS35F0133U	3. AWARD/EFFECTIVE DATE 09-23-2009
4. ORDER NO. NRC-DR-38-09-747	5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE	

7. FOR SOLICITATION INFORMATION CALL:	8. NAME	9. TELEPHONE NO. (No Collect Calls)	10. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Meghan Blair - Meghan.Blair@nrc.gov Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> MINOR SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 511210 SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Office of Human Resources ATTN: Patricia Eng - patricia.eng@nrc.gov Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M ATTN: Meghan Blair - meghan.blair@nrc.gov Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR CODE TOMOYE CORPORATION 86 PROM DU PORTAGE GATINEAU QC J8X 2K1 TELEPHONE NO. 819-246-9007	200598279	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayment@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
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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  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>In accordance with the attached Cost/Price Schedule, Statement of Work and Terms and Conditions, the Contractor shall perform the upgrade of Tomoye software and connect to NRC SharePoint portal.</p> <p>The U.S. Nuclear Regulatory Commission, hereby incorporates Tomoye Corporation's quotation, number EM90209-NRC, dated September 2, 2009.</p> <p>Type of Contract: Firm-fixed price. Total Price: \$26,920.75 includes \$2,800.00 NTE Travel amount. Period of Performance: Six (6) months from date of award. NRC Technical Contact: Patricia Eng (301)415-7254 / patricia.eng@nrc.gov</p> <p>Delivery Instructions: See block 15. DUNS: 200598279 NRC Tax Exempt #: 30005004</p> <p>Attachments: A. Cost / Price Schedule B. Statement of Work C. Terms and Conditions</p> <p>(USE REVERSE AND/OR ATTACH ADDITIONAL SHEETS AS NECESSARY)</p>				

25. ACCOUNTING AND APPROPRIATION DATA BBR: 9-8415-5C1154 JC: T8474 DBOC: 252A APP #: 31X0200 OBLIGATE: \$26,920.75	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$26,920.75
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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 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Susan MacLean</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Donald A. King</i>
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Susan MacLean Controller T&A	30c. DATE SIGNED 3p/14/09	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer	31c. DATE SIGNED 9/11/2009
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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 15 2009

ADM002

**A. COST/PRICE SCHEDULE**

Item Number	Description	Quantity	Unit	Unit Price	Amount
001	<b>Custom Technical Services: Development of Custom Modifications</b> <ul style="list-style-type: none"> <li>• Custom Group Email Notification</li> <li>• Custom Discussion Thread Capture Tool</li> <li>• Custom Who's Online Functionality</li> </ul> GSA-MFR Prod. NO: CTS	[REDACTED]	Days	[REDACTED]	\$18,750.00
002	<b>Installation and Configuration Services:</b> <ul style="list-style-type: none"> <li>• Upgrade of NRC system from Ecco 2.1.1 to 3.0</li> <li>• Installation and testing of custom modifications on NRC production and development servers.</li> <li>• Installation and testing Ecco SharePoint pack on NRC production and development servers.</li> <li>• Review and modification as required of NRC Practice Center Security/Access settings.</li> </ul> GSA-MFR Prod. NO: IC	[REDACTED]	Days	[REDACTED]	\$5,370.75
003	<b>Travel:</b> Round trip travel for one person, for three (3) days and nights from the contractor's facility in Ottawa, Canada to Rockville, Maryland.  The contractor shall be reimbursed for travel in accordance with the Federal Travel Regulation.  <b>Total Travel shall not exceed \$2,800.00</b>	[REDACTED]	Trips	[REDACTED]	\$2,800.00
<b>TOTAL</b>					<b>\$26,920.75</b>

## **B. STATEMENT OF WORK**

### **B.1 Objective**

Modify NRC's Knowledge Center which is based on the Tomoye ECCO software, version 2.1.1 as noted below.

### **B.2 Requirements**

1. Develop, test and deploy a custom functionality that permits the Practice Center Administrators to e-mail or notify named groups such as Community Leaders, Subject Matter Experts and other named groups, current and future, within Tomoye ECCO. This function must be compatible with the existing e-mail groups and with NRC's e-mail system. This function must be successfully tested in NRC's test environment before deployment in the Production environment.
2. Develop, test and deploy a custom functionality that permits designated Practice Center or Community Administrators the ability to capture the text and specified information about designated discussion threads and translate this information into a word searchable electronic record capable of being loaded into NRC's document management system (ADAMS) as a formal record. Administrators should be able to choose a given discussion thread they wish to capture including what portion of the thread they wish to capture. PDF format is preferred.
3. Develop, test and deploy a custom functionality which displays those users who have accessed the system at a specific location over a defined period of time. This functionality should have the ability to be deployed either system wide or at a specified location in a manner similar to the "Who's Online" custom box in use on the Tomoye customer Best site (<http://www.tomoye.com/Communities/CommunityBrowser.aspx?id=668&lang=en-US>)
4. Install and configure Tomoye ECCO SharePoint functionality to NRC's internal environment. This functionality will be thoroughly tested in the development environment with NRC SharePoint and Tomoye ECCO super users at NRC before deployment in the production environment. Tomoye will assist NRC staff in identifying the primary features of this functionality, developing user aids and best practices for NRC super users and embedded peer to peer trainers.
5. Upgrade, test, and deploy the existing Tomoye ECCO software (version 2.1.1) to the latest version of ECCO – version 3.0 – release expected in October 2009. All previous and new custom functionalities specified in this requirement set must be compatible with ECCO 3.0 version.
6. Review Practice Center Security Settings and modify communities as necessary to ensure that they conform to the Practice Center Security Settings.

Each functionality shall be successfully tested and shown to not adversely affect previous customizations to the Tomoye ECCO software in NRC's Development Environment before deployment in Production. The Contractor shall be responsible for ensuring that the upgrades and custom functionalities are performing appropriately and for conducting quality assurance and use tests with designated NRC super-users to demonstrate that the software modifications have been correctly applied.

In order to perform this type of activity Contractor shall have:

- Access to a Tomoye ECCO testing environment similar to the existing NRC configuration/set-up.
- Access to NRC or NRC Contractor experienced staff to discuss system configuration and requirements, including interfaces with SharePoint and NRC's document management system
- Proven prior experience in developing, testing and deploying custom boxes and functionalities within the Tomoye ECCO environment with demonstrated samples of this work.
- Proven knowledge of the existing ECCO Application Programming Interface

### **B.3 Travel**

NRC-DR-38-09-747

Travel to the NRC Headquarters in Rockville, MD is required. The estimated number of trips may be up to two (2) trips for three (3) days per trip.

All travel shall be in accordance with Government Travel Regulations in effect at the time the travel is undertaken. The contractor shall be responsible for making all travel arrangements. All travel expenses shall be reasonable and within Government allowance. The contractor shall submit itemized receipts for travel expenses when invoicing the NRC and shall include supporting documentation for travel such as lodging statement, copy of airline ticket or cab receipt(s).

**B.4 Period of Performance**

Six (6) months from date of award.

## **C. TERMS AND CONDITIONS**

### **C.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

### **C.2 Other Applicable Clauses**

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

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

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

52.217-8, Option to Extend Services

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

### **C.3 SECTION 508 COMPLIANCE**

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, without significant alteration, if so required by the NRC in the future.

Within five (5) days of product delivery, the Contractor shall denote, in a comprehensive specific list, all offered EIT products (supplies and services) that fully comply with Section 508, with full details and evidence or verification of compliance. The Contractor shall ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this contract's requirements.

If the NRC determines any furnished product or service is not in compliance with the contract, the Contracting Officer (CO) will promptly inform the Contractor in writing. The Contractor shall, without charge to the NRC, repair or replace the non-compliant products or services within the period of time specified in writing by the CO. If such repair or replacement is not completed within the time specified, the NRC shall have the following recourses:

Cancellation of the contract, delivery or task order, purchase of line item without termination liabilities; or

In the case of custom EIT being developed for the NRC, the NRC shall have the right to have any necessary changes made or repairs performed, by the NRC or by another firm, and the Contractor shall reimburse the NRC for any expenses thereby incurred.

#### **C.4 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

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

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

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

#### **C.5 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.6 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.7 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Patricia Eng  
Address: 11555 Rockville Pike, Mailstop O-16-E15  
Rockville, MD 20852  
Telephone Number: 301.415.7254  
Email Address: patricia.eng@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.