

ORDER FOR SUPPLIES OR SERVICES

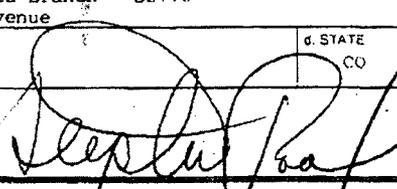
IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO. 1 45

1. DATE OF ORDER NOV 04 2009		2. CONTRACT NO. (if any) GS35F0273L		6. SHIP TO:	
3. ORDER NO. NRC-DR-33-10-303		4. REQUISITION/REFERENCE NO. 33-10-303		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Michele D. Sharpe Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Attn: Judy Seeherman Mail Stop: T5-E31	
		7. TO:		c. CITY Washington	
a. NAME OF CONTRACTOR INFORELIANCE CORPORATION				d. STATE DC	
b. COMPANY NAME				e. ZIP CODE 20555	
c. STREET ADDRESS 9990 LEE HWY STE 450				f. SHIP VIA	
d. CITY FAIRFAX		e. STATE VA		8. TYPE OF ORDER	
f. ZIP CODE 220303135				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 010-15-5E1-338 JC: D1407 BOC: 252A APPN No.: 31X0200.010 FFS# 10070514 OBLIGATE: \$475,000				REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
		10. REQUISITIONING OFFICE OIS/OIS/ICOD/COTB			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT		
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED			
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
13. PLACE OF		14. GOVERNMENT BAL. NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with "Microsoft Maintenance and Operations (M&O) Support" services in accordance with the following: 1. The Statement of Work (SOW); 2. Section B entitled "Schedule of Supplies or Services and Price;" 3. The terms and conditions contained herein; and 4. The terms and conditions of GSA Contract GS-35F-0273L. DUNS#: 143147762 ACCEPTED:  Signature Theresa Grando, Director of Contracts Print Name/Title Date: 11/4/09					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		54,743,218.00		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:									
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov		b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		c. CITY Denver		d. STATE CO		e. ZIP CODE 80235-2230	
	22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Stephen Pool Contracting Officer		TITLE: CONTRACTING/ORDERING OFFICER					
								17(i) GRAND TOTAL \$34,215,011.35		

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006) PRESCRIBED BY OSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

NOV 05 2009

ADM002

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Section B

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Costs/prices listed in Section B reflect those proposed in "Part 2 – Cost/Price" quote submitted by InfoReliance, Inc. on October 8, 2009, which is incorporated by reference. All labor categories, labor rates (and associated discounts), levels of effort, and other direct costs included in this quotation remain in full force and effect for the period of performance of this contract.

A summary of the ceiling amounts for the base year and option years is provided below:

MICROSOFT M&O ORDERING CEILING	
BASE YEAR	\$ 4,743,218.00
OPTION YEAR 1	\$ 5,484,652.05
OPTION YEAR 2	\$ 6,884,942.55
OPTION YEAR 3	\$ 7,166,293.75
OPTION YEAR 4	\$ 9,935,905.00
GRAND TOTAL (BASE + OPTION YEARS)	\$ 34,215,011.35

B.1 BASED PERIOD (November 4, 2009 through November 3, 2010)

Base Year

Role	GSA Labor Category	Hours	Rate	Total Price
MCS Sr. Engagement Manager	Software Consultant	300	\$ 263.62	\$ 79,086.00
MCS Sr. Project Manager	Software Consultant	800	\$ 263.62	\$ 210,896.00
MCS Architect	Senior Software Consultant	1,600	\$ 294.79	\$ 471,664.00
MCS Principal Consultant	Software Consultant 2	800	\$ 285.59	\$ 228,472.00
MCS Sr. Consultant	Software Consultant	7,200	\$ 263.62	\$ 1,898,064.00
MCS Consultant	Associate SW Consultant 2	4,800	\$ 239.91	\$ 1,151,568.00
Premier Technical Account Manager	Software Technician 2	200	\$ 214.61	\$ 42,922.00
Premier Proactive Services	Software Technician 2	75	\$ 214.61	\$ 16,095.75
Premier Problem Resolution	Software Technician 2	75	\$ 214.61	\$ 16,095.75
Premier Proactive Services Units (5 hours each)	Software Technician 2	625	\$ 214.61	\$ 134,131.25
MCS Associate Consultant	Associate Software Consultant	300	\$ 217.93	\$ 65,379.00
MCS Technician 2	Software Integrator 4	300	\$ 184.30	\$ 55,290.00
MCS Technician 1	Software Integrator 3	325	\$ 158.93	\$ 51,652.25
MCS Technician	Software Integrator 1	1,000	\$ 132.67	\$ 132,670.00
MCS Associate Technician	Systems Integrator 1	1,600	\$ 105.77	\$ 169,232.00
		20,000		\$ 4,723,218.00
			Travel / ODC Estimate	\$ 20,000.00
			Total Base Year Estimate	\$ 4,743,218.00

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B.2 OPTION YEAR 1 (November 4, 2010 through November 3, 2011)

Option Year 1

Role	GSA Labor Category	Hours	Rate	Total
MCS Sr. Engagement Manager	Software Consultant	350	\$ 274.43	\$ 96,050.50
MCS Sr. Project Manager	Software Consultant	1,600	\$ 274.43	\$ 439,088.00
MCS Architect	Senior Software Consultant	1,600	\$ 306.88	\$ 491,008.00
MCS Principal Consultant	Software Consultant 2	800	\$ 297.30	\$ 237,840.00
MCS Sr. Consultant	Software Consultant	8,200	\$ 274.43	\$ 2,250,326.00
MCS Consultant	Associate SW Consultant 2	5,000	\$ 249.74	\$ 1,248,700.00
Premier Technical Account Manager	Software Technician 2	200	\$ 223.40	\$ 44,680.00
Premier Proactive Services	Software Technician 2	85	\$ 223.40	\$ 18,989.00
Premier Problem Resolution	Software Technician 2	75	\$ 223.40	\$ 16,755.00
Premier Proactive Services Units (5 hours each)	Software Technician 2	625	\$ 223.40	\$ 139,625.00
MCS Associate Consultant	Associate Software Consultant	265	\$ 226.87	\$ 60,120.55
MCS Technician 2	Software Integrator 4	300	\$ 191.86	\$ 57,558.00
MCS Technician 1	Software Integrator 3	300	\$ 165.44	\$ 49,632.00
MCS Technician	Software Integrator 1	1,000	\$ 138.12	\$ 138,120.00
MCS Associate Technician	Systems Integrator 1	1,600	\$ 110.10	\$ 176,160.00
		22,000		\$ 5,464,652.05
			Travel / ODC Estimate	\$ 20,000.00
			Total Option Year 1 Estimate	\$ 5,484,652.05

B.3 OPTION YEAR 2 (November 4, 2011 through November 4, 2012)

Option Year 2

Role	GSA Labor Category	Hours	Rate	Total
MCS Sr. Engagement Manager	Software Consultant	350	\$ 285.68	\$ 99,988.00
MCS Sr. Project Manager	Software Consultant	1,600	\$ 285.68	\$ 457,088.00
MCS Architect	Senior Software Consultant	1,600	\$ 319.46	\$ 511,136.00
MCS Principal Consultant	Software Consultant 2	800	\$ 309.49	\$ 247,592.00
MCS Sr. Consultant	Software Consultant	12,600	\$ 285.68	\$ 3,599,568.00
MCS Consultant	Associate SW Consultant 2	4,800	\$ 259.99	\$ 1,247,952.00
Premier Technical Account Manager	Software Technician 2	200	\$ 232.56	\$ 46,512.00
Premier Proactive Services	Software Technician 2	95	\$ 232.56	\$ 22,093.20
Premier Problem Resolution	Software Technician 2	75	\$ 232.56	\$ 17,442.00
Premier Proactive Services Units (5 hours each)	Software Technician 2	625	\$ 232.56	\$ 145,350.00
MCS Associate Consultant	Associate Software Consultant	255	\$ 236.17	\$ 60,223.35
MCS Technician 2	Software Integrator 4	300	\$ 199.72	\$ 59,916.00
MCS Technician 1	Software Integrator 3	300	\$ 172.22	\$ 51,666.00
MCS Technician	Software Integrator 1	800	\$ 143.78	\$ 115,024.00
MCS Associate Technician	Systems Integrator 1	1,600	\$ 114.62	\$ 183,392.00
		26,000		\$ 6,864,942.55
			Travel / ODC Estimate	\$ 20,000.00
			Total Option Year 1 Estimate	\$ 6,884,942.55

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B.4 OPTION YEAR 3 (November 4, 2012 through November 3, 2013)

Option Year 3

Role	GSA Labor Category	Hours	Rate	Total
MCS Sr. Engagement Manager	Software Consultant	350	\$ 297.39	\$ 104,086.50
MCS Sr. Project Manager	Software Consultant	1,600	\$ 297.39	\$ 475,824.00
MCS Architect	Senior Software Consultant	1,600	\$ 332.55	\$ 532,080.00
MCS Principal Consultant	Software Consultant 2	800	\$ 322.18	\$ 257,744.00
MCS Sr. Consultant	Software Consultant	12,600	\$ 297.39	\$ 3,747,114.00
MCS Consultant	Associate SW Consultant 2	4,800	\$ 270.64	\$ 1,299,072.00
Premier Technical Account Manager	Software Technician 2	200	\$ 242.10	\$ 48,420.00
Premier Proactive Services	Software Technician 2	95	\$ 242.10	\$ 22,999.50
Premier Problem Resolution	Software Technician 2	75	\$ 242.10	\$ 18,157.50
Premier Proactive Services Units (5 hours each)	Software Technician 2	625	\$ 242.10	\$ 151,312.50
MCS Associate Consultant	Associate Software Consultant	255	\$ 245.85	\$ 62,691.75
MCS Technician 2	Software Integrator 4	300	\$ 207.91	\$ 62,373.00
MCS Technician 1	Software Integrator 3	300	\$ 179.29	\$ 53,787.00
MCS Technician	Software Integrator 1	800	\$ 149.67	\$ 119,736.00
MCS Associate Technician	Systems Integrator 1	1,600	\$ 119.31	\$ 190,896.00
		26,000		\$ 7,146,293.75
			Travel / ODC Estimate	\$ 20,000.00
			Total Option Year 1 Estimate	\$ 7,166,293.75

B.5 OPTION YEAR 4 (November 4, 2013 through November 3, 2014)

Option Year 4

Role	GSA Labor Category	Hours	Bid Rate	Total
MCS Sr. Engagement Manager	Software Consultant	350	\$ 309.58	\$ 108,353.00
MCS Sr. Project Manager	Software Consultant	1,600	\$ 309.58	\$ 495,328.00
MCS Architect	Senior Software Consultant	1,600	\$ 346.18	\$ 553,888.00
MCS Principal Consultant	Software Consultant 2	800	\$ 335.39	\$ 268,312.00
MCS Sr. Consultant	Software Consultant	20,600	\$ 309.58	\$ 6,377,348.00
MCS Consultant	Associate SW Consultant 2	4,800	\$ 281.74	\$ 1,352,352.00
Premier Technical Account Manager	Software Technician 2	200	\$ 252.03	\$ 50,406.00
Premier Proactive Services	Software Technician 2	95	\$ 252.03	\$ 23,942.85
Premier Problem Resolution	Software Technician 2	75	\$ 252.03	\$ 18,902.25
Premier Proactive Services Units (5 hours each)	Software Technician 2	625	\$ 252.03	\$ 157,518.75
MCS Associate Consultant	Associate Software Consultant	255	\$ 255.93	\$ 65,262.15
MCS Technician 2	Software Integrator 4	300	\$ 216.44	\$ 64,932.00
MCS Technician 1	Software Integrator 3	300	\$ 186.64	\$ 55,992.00
MCS Technician	Software Integrator 1	800	\$ 155.81	\$ 124,648.00
MCS Associate Technician	Systems Integrator 1	1,600	\$ 124.20	\$ 198,720.00
		34,000		\$ 9,915,905.00
			Travel / ODC Estimate	\$ 20,000.00
			Total Option Year 4 Estimate	\$ 9,935,905.00

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B.6 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989) ALTERNATE 1 (JUN 1991)

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$4,743,218.00. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is \$475,000.

(c) The total estimated ceiling will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The total obligated amount(s) shall, at no time, exceed the ceiling as specified in the task order. When and if the amount(s) paid and payable to the Contractor 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 obligated amount with respect to the task order. Any work undertaken by the Contractor in excess of the obligated amount specified is done at the Contractor's sole risk.

Section C

PERFORMANCE-BASED WORK STATEMENT

1.0 BACKGROUND

The Nuclear Regulatory Commission (NRC) currently uses a variety of Microsoft technologies on its production servers and expects to add additional Microsoft technology based on production applications during the life of this contract. Major applications and current initiatives include Enterprise Project Management (EPM)/Enterprise Content Management, a solution which is based on Microsoft Project Server 2007, Microsoft SharePoint 2007, Microsoft SQL Server 2005, and supporting technologies. It is anticipated that project management and resource tracking in these tools will be expanded Agencywide, and that Enterprise SharePoint 2007 will be independently deployed as an Agency collaboration tool.

The NRC recently completed a migration from Novell GroupWise to Microsoft Outlook 2007/Exchange 2007, and several support tools and enhancements were deployed to support the new e-mail system. In addition, the smaller production applications currently running SQL Server 2000 have planned upgrades to SQL Server 2005/2008. To support these initiatives, the NRC needs expert level Microsoft consulting services expertise to ensure that these critical applications are deployed and maintained correctly and securely with optimum performance to meet critical production requirements.

The NRC also needs Microsoft consulting services to support product updates and upgrades as the Agency integrates all of the existing Microsoft technologies in the environment and moves forward with several other technology initiatives such as unified messaging, enterprise instant messaging, streaming video, on-line e-mail archiving, expanding Continuity of Operations (COOP) functionality, disaster recovery solutions, migration from Novell file and print services to Microsoft services, and enhancement of the existing Active Directory environment.

2.0 CONTRACT TYPE

Indefinite Delivery Indefinite Quantity delivery order with provisions for the issuance of Firm Fixed Price and Labor Hour task orders.

3.0 SCOPE

The purpose of this contract is to enable the NRC to execute its vision for implementing Microsoft technologies throughout the enterprise in a timely, efficient and secure manner. This contract will provide a single point of accountability and coordination for the Agency in the delivery of these services. The NRC requires expert-level Microsoft consulting services to provide recommendations and assist with Microsoft product installation and configuration, high availability, disaster recovery, performance improvement, optimization, information technology (IT) security, architecture guidance, product upgrade and conversion, development and operational best practices, user assistance on most efficient use of the technology, and assistance as need with the integration of Microsoft technologies and other Commercial-off-the-Shelf products or custom developed applications.

4.0 PERIOD OF PERFORMANCE

The base period of performance is one year from date of award. There are four (4) option periods of performance. Each option year period of performance is 12 months.

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4.0 PLACE OF PERFORMANCE

The primary place of performance shall be the NRC Headquarters facilities in the Washington, DC Metropolitan area.

5.0 HOURS OF WORK

Contractor personnel are expected to conform to customer Agency normal operating hours. Normal working hours for the site are Monday through Friday, 7:30 am – 4:15 pm (EST). Access to the NRC facilities will be provided by the NRC as required during non-business hours. The NRC estimates that some work may be required during evening and weekend hours. To the greatest extent possible, the contractor shall be notified 48 hours in advance of planned evening and weekend work; however, the critical nature of the work may require emergency overtime and/or extended work hours. The NRC project officer may authorize the contractor to work offsite to support tasks or to resolve problems. Remote access will be provided for contractor personnel with NRC badges.

6.0 SPECIAL PERSONNEL REQUIREMENTS

The contractor shall provide contact information (e.g.; telephone numbers) for the project manager and designated alternate(s) in case these persons must be contacted outside of normal duty hours. These personnel will be expected to respond to all inquires, both during and outside of normal duty hours, within 12 hours.

7.0 GOVERNMENT FURNISHED PROPERTY/INFORMATION

1. The NRC will provide access to and copies of existing relevant technical documentation.
2. The NRC will provide access to all necessary facilities while on-site, to include telephones, any and all computer equipment, and the Internet.

8.0 GOVERNMENT PROVIDED SPACE

Logistics planning and provisioning of suitable facilities for the duration of the contract will be carried out by the NRC. This includes the identification and scheduling of conference room(s) with sufficient space, connectivity, and audio visual equipment and the provisioning of whiteboarding facilities, as needed, as well as the provisioning of a suitable working space as permitted by the NRC.

9.0 ADDITIONAL GUIDANCE

Microsoft Premier or Priority Support services are provided by Microsoft Corporation and provides designated technical professions who provide rapid problem resolution 24 hours a day seven days a week. This service is used to troubleshoot Microsoft product issues and is available to the contractor for problem reporting, tracking, and resolution (a task order will be issued under this contract to provide Microsoft Premier Support services). The calls to Microsoft support will not be counted against the NRC account. Additionally, the NRC will identify and ensure that all facility and security access requirements are satisfied.

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10.0 TRAVEL REQUIREMENTS

- (a) Travel to the NRC Headquarters' facilities shall be required. Local travel expenses will not be reimbursed by the NRC. On-site parking is not available.
- (b) Occasional travel to the NRC's Regional locations and remote NRC facilities, including State and Local Government facilities and external commercial and government application service providers and application hosting facilities, may be required. All travel, other than local travel, requires the prior approval of the project officer.
- (c) Total expenditure for domestic travel (does not include travel to NRC Headquarters) may not exceed the NOT TO EXCEED amounts listed in Section B of this contract, for each year of the period of performance, without the prior approval of the Contracting Officer. Please note: Profit/fee shall not be added to any travel performed. The General Administration (G&A) is included in the travel (not to exceed) line items reflected in the contract. All G&A will be reimbursed in accordance with Defense Contract Audit Agency approved billing rates.
- (d) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer shall, upon request, provide each traveler with a letter of identification, which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties, which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (e) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in the Federal Acquisition Regulation (FAR) 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with section 12 of Public Law 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (f) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the Contracting Officer in accordance with the Limitations of Cost clause of the General Services Administration's contract if the contractor will be unable to make all of the approved trips and remain within the travel costs and limitations of this contract due to the changes.

Section C

11.0 SUPPORT TASKS

Tasks will include, but are not limited to the following:

Task 1: Maintenance and Operations

The contractor shall provide the NRC with expert Microsoft consulting services technical support for Microsoft technologies (current and future releases) to include Microsoft Operating Systems (OS) Windows Server 2003/2008, Internet Information Server 6/7, Project Server 2007, SharePoint Portal Server 2007, Project Portfolio Server 2007, SQL Server 2005/2008, BizTalk Server, ISA Server 2006, Active Directory, Exchange 2007, Rights Management Server, Clustering, Forms Services/ /Server, InfoPath Forms, Workflow Knowledge Management, SharePoint Applications, and Systems Operations Center Manager. Support for other Microsoft products and technologies may be required at a future date, depending on evolving and rapidly changing needs of the NRC.

- 1.1 The contractor shall provide, based on Microsoft Best Industry practices, written guidance, assistance with, and recommendations for architecting, installing, configuring, maintaining, and integrating and securing Microsoft technologies for production systems and systems associated with the continuity of operations at the NRC. The contractor shall provide evaluation of Microsoft-related development, test and production practices, and shall make recommendations for improved support. The contractor shall provide recommendations for and assistance with deployment and product integration of new releases of Microsoft technologies, bug fixes, and patches—including desktop dependencies. These recommendations shall include capacity planning and system growth as defined by the NRC, identification of risks involved with implementing the new or existing Microsoft Products, and ways to mitigate the risks. The contractor shall also provide, as needed, assistance with security hardening to ensure that Microsoft technologies function properly (see “Documentation” under section 14, Deliverables).
- 1.2 The contractor shall assist in resolving Microsoft Technology Production problems. The contractor shall analyze the problem, provide written recommendations for resolution—including impacts of those recommendations—and, when directed by the NRC, take corrective actions. The contractor shall provide a direct interface with the appropriate corporate Microsoft product group and software product developers to expedite resolutions to issues as required (see “Problem Analysis,” “Code Review” and “Corrective Actions” under Section 14, Deliverables).
- 1.3 The contractor shall provide written recommendations for improvement in performance and maintenance of the NRC’s applications that interface or use Microsoft technologies. All recommendations must comply with vendor product technical specification to retain vendor support (see “Documentation” under section 14, Deliverables).
- 1.4 Microsoft Technologies with specific support requirements are as follows (see “Documentation,” “Reporting,” “Problem Analysis,” “Code Review,” “Corrective Actions,” “Operational IT Security and Compliance,” and “Configuration of Microsoft Products,” Section 14 Deliverables):
 - a) Microsoft EPM/SharePoint Environment – The contractor shall provide best practices, written recommendations, guidance, architecture, training, and design for the maintenance of EPM/SharePoint. The NRC’s EPM/SharePoint environment

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b) currently consists of Microsoft Windows SharePoint Services 3.0, Microsoft Office SharePoint Server 2007, Microsoft Office Project Server 2007, Microsoft Office Project Portfolio Server 2007, and Microsoft SQL Server 2005. Some sample subtasks are:

- SharePoint portal integration and Agency roll out/deployment support
- Portal site structure/navigational architecture guidance and execution
- Placement of data/content within SharePoint or on data shares or other systems
- Governance, development and maintenance of SharePoint sites
- Portal/site/sub-site taxonomy at any level of the organization based on an organization's needs
- Process for defining, posting and managing relevant content based on the Agency informational needs
- Review of custom developed web parts, custom code, and their integration into the SharePoint environment
- SharePoint workflow processes designed by Microsoft or other NRC organizations or contractors
- Data extraction and data loads from other Agency systems
- Expert-level troubleshooting for users' and administrators' issue
- Hardware and software architecture for scalability to ensure business continuity
- Operations management, backup and restore, and daily monitoring of the EPM/SharePoint environment
- Compliance with federal IT security policies, standards, and guidance
- Configuration management to ensure the integrity and viability of the production system, that includes test and development environments and transitions from these environments into production

c) Database Management - The contractor shall provide best practices, written recommendations, guidance, architecture, training, and design for the maintenance of Microsoft SQL Server 2005 (or future versions). Some sample subtasks are:

- Conversion to the latest releases, database mirroring or clustering, performance tuning and monitoring, and implementation of new applications
- On-site assessments and recommendations for configuration and tuning
- Project activities, schedule, risks, and resource needs for deployments or upgrades

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- Backup and recovery procedures, stored procedures, software/hardware configuration for using a Storage Array, and disaster recovery recommendations
 - Compliance with Federal IT security policies, standards, and guidance
 - Troubleshooting system and platform issues
- d) Electronic Mail Management Environment - The contractor shall provide best practices, written recommendations, guidance, architecture, training, and design for the maintenance of Microsoft Outlook 2003/Microsoft Exchange 2007 (or future versions). Some sample subtasks are:
- Performance tuning, health monitoring, optimization, design enhancement, and future planning of the NRC's enterprise environment
 - Integration of electronic mail system with other NRC IT systems
 - Compliance with Federal IT security policies, standards, and guidance
 - COOP and disaster recovery plan for the system, plan for future service pack implementation and product releases, manage and improve the end user Outlook experience, and other integration and maintenance tasks
- e) Microsoft Active Directory – The contractor shall provide best practices, written recommendations, guidance, architecture, training, and design for the maintenance of Microsoft Active Directory. Some sample subtasks are:
- Migration from Novell eDirectory to the existing NRC Microsoft Active Directory environment
 - Enhancement of Active Directory and the integration of other systems with Active Directory such as Microsoft Office SharePoint Services, Microsoft Project Server, and custom the NRC systems and applications
 - Compliance with Federal IT security policies, standards, and guidance

Task 2: EPM Envisioning and Integration

The NRC intends to expand the use of EPM to several additional programs throughout the Agency. The contractor shall provide best practices for strategy, governance, securing, and execution of this expansion. Some sample subtasks are:

- Translating the current business processes within these programs into the EPM model.
- Participate as a technical advisor to an integrated Agency team (including other government contractors) to provide a strategy for the integration of project activities, schedule, risks, and resources
- Integrating new programs into EPM while ensuring system performance on existing production implementations is not negatively affected
- Training as needed; this shall include conducting customized training in the use of the

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NRC implementation of EPM, and the use of EPM as a tool to support the Agency's project management processes

Task 3: Premier Support for the Microsoft Enterprise

This service shall provide product expert 24/7 incident response dial-in support calls for problem resolution for all Microsoft products. Rapid call escalation for critical systems to include on-site support (if needed), advanced information on critical security patches, health checks on production servers, and specialized workshops on security and new technologies.

13.0 CONFIGURATION MANAGEMENT

No changes will be made to the production environment until those changes are approved by the NRC project officer.

The NRC configuration management process includes submission of a change request by the NRC staff into IBM Rational ClearQuest. The NRC reviews change requests, and may then assign a change request to the contractor for analysis. The contractor will provide analysis of the change request, a recommendation to resolve the change request, an estimate to complete the work, and any supporting documentation. The NRC will determine whether to initiate the recommended solution. The NRC staff will assist the contractor with the submission of artifacts to the change requests as needed. All contractor configuration management recommendations are to be made in accordance with Federal IT security policies, best practices, standards, and guidance.

14.0 DELIVERABLES

Documentation

The contractor shall provide written recommendations on architecture, design, and implementation/deployment, risk mitigation, and technology integration based upon information and requirements collected. These recommendations shall be provided as needed for each project, and may be revised during the course of the project as requirements are added, changed, or removed. The format of these recommendations will depend on the required effort and will be agreed upon by the contractor and project officer prior to start of the effort. These recommendations will be reviewed by the project officer or designee, and if accepted, an implementation plan—which must include step-by-step directions for the implementation and schedule—shall be provided. For problem resolution, the contractor must provide a written assessment of the problem and a course of action to analyze and resolve the problem. This documentation deliverable applies, but is not limited to, the following tasks under Maintenance and Operations 1.1, 1.3, and 1.4 of Section 12.0, Support Tasks.

Reporting

The contractor shall provide (at a minimum) a monthly status report to the project officer no later than the third (3rd) business day of every month.

A report on EACH activity shall include:

- NRC Activity Lead
- Project Health Dashboard (Green=No Impact; Yellow=Possible Impact; Red=Impact)

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- Status Summary
- Work Completed (with key milestones, decisions and accomplishments)
- Work Summary (Resource, Activity Name, Actual Hours, Completed (Y/N), Estimated Hours, Comments [as appropriate])
- Total Hours for Current Report
- Total Hours to Date

A report on ALL activities to include:

- Budget Plan for current contract period (by month): Planned costs, actual costs, cost variance, planned cumulative costs, actual cumulative costs, cumulative cost difference, planned remaining budget, and actual remaining budget
- Work breakdown for each major job category as defined by project officer (by month)
- Work planned for next period
- Key risks, decisions or actions required by either the NRC or contractor (risk, impact, owner, resolution/mitigation/status)
- List of problems identified as being caused by contractor implementations (description, estimated hours to resolution, actual hours to resolution, deviation between estimated and actual hours)

The contractor shall provide project schedules, updates to project schedules, and resource requirements in Microsoft Project format to the NRC project officer as requested. The dates of the project tasks will be coordinated with and agreed to by the NRC project officer. This reporting deliverable applies, but is not limited to, the following tasks under Maintenance and Operations: 1.4 of Section 12.0, Support Tasks.

Problem Analysis

Problem resolution documentation shall be submitted to the project officer within 4 hours of issuance of the problem notification. If the problem is not resolved within 4 hours, updates shall be issued at 12 hour increments until the problem resolution has been determined and an appropriate course of action determined.

This problem analysis deliverable applies, but is not limited to, the following tasks under Maintenance and Operations: 1.2 and 1.4 of Section 12.0, Support Tasks.

Corrective Actions

Upon the request of the project officer, the contractor shall take the actions recommended by them to resolve the issue at hand.

This corrective actions deliverable applies, but is not limited to, the following tasks under Maintenance and Operations: 1.2 and 1.4 of Section 12.0, Support Tasks.

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Code Review

Using best practices, the contractor shall review custom code produced by other government contractors or third-party vendors to determine maintenance by the NRC. The contractor shall provide recommendations for modifications to the code that will provide the NRC with best value and usability in the enterprise environment.

This code review deliverable applies, but is not limited to, the following tasks under Maintenance and Operations: 1.2 and 1.4 of Section 12.0, Support Tasks.

Operational IT Security and Compliance

The contractor shall ensure that NRC-approved secure baseline configurations are implemented on all of the Microsoft product specific technologies listed in: *12.0, Task 1: Maintenance and Operations*. For the technologies listed in this section that have no NRC-specified or NRC-approved baseline configuration, the contractor shall ensure these technologies are implemented under the auspices of Federal IT security "best practices", as designated by the appropriate NRC internal office.

The contractor shall identify production limitations that have been introduced by modifications to IT security settings and make recommendations for how the NRC can operate Microsoft products in a secure manner. This operational IT security and compliance deliverable applies, but is not limited to, the following tasks under Maintenance and Operations: 1.4 of Section 12.0, Support Tasks.

Configuration of Microsoft Products

Upon the request of the project officer, the contractor shall make modifications to Agency Microsoft products based on the recommendations that the contractor has made.

This corrective actions deliverable applies, but is not limited to, the following tasks under Maintenance and Operations: 1.4 of Section 12.0, Support Tasks.

15.1 Deliverable Standards

All deliverables shall be delivered no later than the date specified in the task order. Deliverables are to be transmitted with a cover letter addressed to the project officer, on the prime contractor's letterhead, describing the contents and identifying task order number and title.

All documentation submitted by the contractor shall conform to the Chicago Manual of Style, as amended by any applicable NRC format templates and requirements.

15.2 Performance Measures

This section describes the performance measures that will be evaluated monthly to determine whether or not the option years will be exercised. The specific performance measures will be included in the individual task order Statement of Work (SOW). A high performance score does not automatically indicate that an option will be exercised. The exercise of any option period is subject to a continuing Government need, the determination of the Contracting Officer, and availability of funds. In order for the option to be exercised from a performance measure view,

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the monthly aggregated average performance score for the period being measured shall exceed 15 for the periods below:

Base Period: Months 1-12

Option Year 1: Months 13-24

Option Year 2: Months 25-36

Option Year 3: Months 37-48

Option Year 4: Months 49-60

Task 1	Fails to meet expectations, objective not accomplished (1)	Objective accomplished but significant rework required (2)	Objective accomplished; met expectations in terms of quality, timeliness, and cost (3)	Superior Job in terms of quality, timeliness, and cost (4)	Outstanding Job in terms of quality, timeliness, and cost (5)
Maintenance and Operations					
Cost Realism					
Architecting/Planning Support					
Design and Configuration Support					
System Health Monitoring					
Problem Identification and Resolution					

Definitions

Cost Realism - The extent to which the contractor's estimates for activities to be performed are accurate (1 = Greater than 20 percent over budget, 2 = Greater than 10 percent over budget, 3 = On budget, 4 = More than 5 percent under budget, 5 = More than 10 percent under budget).

Architecting/Planning Support - The efficacy the of the proposed architecture in deploying new technologies or products into the Technical Reference Model and infrastructure without impact to the Production and Operating Environment (PO&E) and host applications.

(Recommendations for implementation of new Microsoft software tools: 1 = Rejected by the NRC more than 50 percent of time, 2 = Rejected by the NRC more than 35 percent of time, 3 = Rejected by NRC less than 15 percent of time, Rejected by the NRC less than 10 percent of time, Rejected by NRC less than 5 percent of time).

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Design and Configuration Support - The effectiveness and documentation of changes to the PO&E to ensure they are supportable and meet the conditions for secure implementation as specified and approved by the appropriate the NRC internal office(s). The Project manager will evaluate this measure based on consultation with the NRC staff and contractors responsible for maintaining contractor implementations. (Number of requests for corrections to documentation: 1 = More than 2 times, 2 = N/A, 3 = More than 1 time, 4 = N/A, 5 = No corrections required).

System Health Monitoring - The extent to which the contractor's advice helps the NRC meet its service level agreements (SLAs). (After contractor recommendation is implemented, the NRC's meets

SLAs: 1 = 85 percent of time, 2 = 90 percent of time, 3 = 95 percent, 4 = 98 percent, 5 = Greater than 99 percent of time).

Problem Identification and Resolution - The timeliness and effectiveness in resolving problems identified as being caused by contractor implementations. (Based on **initial** contractor estimates of the number of hours to resolve the identified problem. Percentage deviation from estimate: 1 = more than 100 percent above estimate, 2 = more than 50 percent above estimate, 3 = at estimate, 4 = more than 5 percent below estimate, 5 = more than 10 percent below estimate).

Task 2 EPM Envisioning and Integration	FAILS TO MEET EXPECTATIONS, OBJECTIVE NOT ACCOMPLISHED (1)	OBJECTIVE ACCOMPLISHED BUT SIGNIFICANT REWORK REQUIRED (2)	OBJECTIVE ACCOMPLISHED; MET EXPECTATIONS IN TERMS OF QUALITY, TIMELINESS, AND COST (3)	SUPERIOR JOB IN TERMS OF QUALITY, TIMELINESS, AND COST (4)	OUTSTANDING JOB IN TERMS OF QUALITY, TIMELINESS, AND COST (5)
Cost Realism					
Training					
Post deployment user experience					
Problem Identification and Resolution					

Definitions

Cost Realism - The extent to which the contractor's estimates for activities to be performed are accurate. (1 = Greater than 20 percent over budget, 2 = Greater than 10 percent over budget, 3 = On budget, 4 = More than 5 percent under budget, 5 = More than 10 percent under budget)

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Training - The extent to which the training allows the user to perform their functions. (Based on average of all surveys given at the end of each training session, "The training met the defined goals": 1 = Strongly Disagree, 2 = Disagree, 3 = Neutral, 4 = Agree, 5 = Strongly Agree)

Post deployment user experience - The number of complaints received after deployment of the EPM instance that relate to not meeting documented requirements. (Based on an average of surveys from all users one month after deployment of new EPM instance, "I feel that EPM reflects my business process as requested": 1 = Strongly Disagree, 2 = Disagree, 3 = Neutral, 4 = Agree, 5 = Strongly Agree)

Problem Identification and Resolution - The timeliness and effectiveness in resolving the problem (Based on **initial** contractor estimates of the number of hours to resolve identified problem. Percentage deviation from estimate: 1 = more than 100 percent above estimate, 2 = more than 50 percent above estimate, 3 = at estimate, 4 = more than 5 percent below estimate, 5 = more than 10 percent below estimate)

15.3 Quality Assurance Surveillance Plan

15.3.1

The Quality Assurance Surveillance Plan is designed to define the roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

15.3.2

The contractor's Quality Control Plan will set forth the staffing and procedures for self inspecting the performance requirements in the SOW. The contractor will develop and implement a performance management system with processes to assess and report their performance to the project officer. The contractor shall bring problems affecting performance to the attention of the project officer and Contracting Officer as soon as possible.

15.3.3

The project officer will monitor performance and review performance to determine how the contractor is performing against communicated performance objectives. The project officer will make decisions based on performance measures and notify the contractor of those decisions. The contractor will be responsible for making required changes in process and practices to ensure performance is managed effectively.

15.3.4

The primary methods of surveillance are monthly checks, observations, inspections, complaints and review of documents that are required to be maintained and delivered under this SOW.

15.3.5

The Government's Quality Assurance (QA) monitoring, accomplished by the project officer, will be reported using the monitoring form (Attachment #1). The form, when completed, will document the project officer's understanding of the contractor's performance under the contract to ensure that the performance measures are being met. The project officer will retain a copy of all completed QA monitoring forms.

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15.3.6

The project officer must coordinate and communicate with the contractor to resolve issues and concerns of marginal or unacceptable performance. The contractor shall adjust service accordingly to bring performance up to an acceptable level.

15.3.7

The project officer will notify the contractor of failure to meet standards through QA monitoring forms, cure notices, or show cause notices.

15.4 Draft and Final Submission

All documentation shall be submitted in draft form for comment to the NRC project officer.

The contractor shall incorporate into the final deliverable documentation any NRC comments received on the draft documentation within 3 business days of receipt of comments from the NRC project officer.

The NRC project officer will review all draft documents submitted as part of contract deliverables for conformity to the standards referenced in the SOW. Any changes required after the first revision cycle shall be completed at no additional cost to the Government. The first revision cycle for a deliverable shall be acceptable to the Government 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.

The following provisions also apply to all deliverables:

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, modify, 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.

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

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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.

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 unclassified non-safeguards information, 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.

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.

Additional written reports may be required and negotiated.

16.0 PERSONNEL QUALIFICATIONS

The contractor shall provide resources with extensive experience and knowledge with configuration and performance issues on production systems appropriate to the tasks identified in the SOW. Other labor categories may be used if agreed upon by both the contractor and the NRC technical project representative and Contracting Officer. Contractor personnel shall have an in-depth knowledge of but not limited to Windows Server 2003/2008, Microsoft Windows SharePoint Services 3.0, Microsoft Dynamics, Microsoft Forms Services/Server, Internet Information Server (IIS), Microsoft BizTalk, Microsoft ISA Server, Microsoft Office SharePoint Server 2007, Microsoft Office Project Server 2007, Microsoft Office Project Portfolio Server 2007, and Microsoft SQL Server 2005. This shall include all current and future releases of the Microsoft based software.

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PERFORMANCE-BASED WORK STATEMENT LIST OF ATTACHMENTS

ATTACHMENT #1: QUALITY ASSURANCE MONITORING FORM

ATTACHMENT #2: BILLING INSTRUCTIONS – FIXED PRICE

ATTACHMENT #3: BILLING INSTRUCTIONS – LABOR HOUR

**ATTACHMENT #4: NRC 187 – CONTRACT SECURITY AND/OR CLASSIFICATION
REQUIREMENT**

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ATTACHMENT #1

QUALITY ASSURANCE MONITORING FORM

SERVICE OR STANDARD:

SURVEY PERIOD: _____

SURVEILLANCE METHOD (CHECK): _____ Random Sampling

_____ 100% Inspection

_____ Periodic Inspection

LEVEL OF SURVEILLANCE SELECTED (CHECK):

_____ Monthly

_____ Quarterly

_____ As needed

PERCENTAGE OF ITEMS SAMPLES DURING SURVEY PERIOD: _____%

ANALYSIS OF RESULTS:

SERVICE PROVIDER'S PERFORMANCE (CHECK):

_____ Meets Standards

_____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:

PREPARED BY: _____

DATE: _____

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ATTACHMENT #2
BILLING INSTRUCTIONS – FIXED PRICE

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

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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.

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

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

Supersession: These instructions supersede any previous billing instructions.

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ATTACHMENT #3
BILLING INSTRUCTIONS - LABOR HOUR

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 Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

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Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

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

Supersession: These instructions supersede any previous billing instruction

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ATTACHMENT #4
NRC 187 – CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

NRC FORM 187 (7-2008) NRCMD 12		U.S. NUCLEAR REGULATORY COMMISSION		
CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS				
1. CONTRACTOR NAME AND ADDRESS Unknown		A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.) unknown		
		B. PROJECTED START DATE 10/31/2009	C. PROJECTED COMPLETION DATE 10/30/2014	
2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify)				
3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE				
A. DOES NOT APPLY <input checked="" type="checkbox"/>	B. CONTRACT NUMBER 33-10-303	DATE 10/31/2009		
4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION MICROSOFT TECHNOLOGIES MAINTENANCE AND OPERATIONS SUPPORT				
5. PERFORMANCE WILL REQUIRE				
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION <input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)		NOT APPLICABLE	NATIONAL SECURITY SECRET CONFIDENTIAL	RESTRICTED DATA SECRET CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. IS FACILITY CLEARANCE REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS. D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION. E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA. F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.	G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC. H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES. I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS. J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.			
FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.				
NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.				

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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	SIGNATURE	DATE
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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:

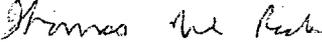
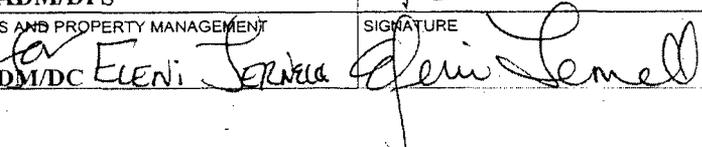
AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

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 Thomas Rich, Director OIS/ICOD	SIGNATURE 	DATE 9/27/09
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber, Director ADM/DFS	SIGNATURE 	DATE 9/25/09
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Phyllis Bower, Director ADM/DC	SIGNATURE 	DATE 9/29/09

REMARKS

Section D

SECTION D – ORDER TERMS AND CONDITIONS

D.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008

D.2 PERIOD OF PERFORMANCE

The ordering period for this contract shall commence on November 4, 2009 and will expire on November 3, 2010. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. The term of this contract may be extended at the option of the Government for an additional four (4) one-year option periods.

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

Funds are not presently available for performance under this contract beyond November 3, 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 November 3, 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.

D.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after the expiration of the contract.

D.5 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: Judy Seeherman
Address: U.S Nuclear Regulatory Commission
Mail Stop: T5-E31
11545 Rockville Pike
Rockville, MD 20852
Telephone Number: (301) 415-5854
Email Address: Judy.Seeherman@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

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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.

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

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

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

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

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 209.570-2 in the activities covered by this clause.

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

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

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

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

D.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five years.

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

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

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D.9 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.

D.10 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

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

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

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

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D.11 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

D.12 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

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

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

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

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

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

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

D.13 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

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

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

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

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

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

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D.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.

D.16 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.

D.17 2052.204.70 SECURITY (MAR 2004)

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

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

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the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

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

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

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

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

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

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

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

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to

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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.

D.18 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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

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

D.19 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

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substances possession in the past year, or illegal purchase, production, transfer, or distribution of arcotics 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 favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

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

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

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access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

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

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

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

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

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

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

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D.20 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.

D.21 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

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

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

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

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

D.22 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.

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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.