

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER DEC - 7 2008		2. CONTRACT NO. (if any) NNG08DA03B		6. SHIP TO:	
3. ORDER NO. NRC-DR-33-10-313		4. REQUISITION/REFERENCE NO. 33-10-313		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Attn: Bob Randall	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR VAZTECH, INC.				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 300 E LOMBARD ST STE 840				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY BALTIMORE		e. STATE MD	f. ZIP CODE 212023231		
9. ACCOUNTING AND APPROPRIATION DATA B&R Number: 010-15-5E1-330JC:J1145B.O.C:252A APPN:31x0200.010 Obligates Funding: \$44,959.95 Duns Number: 077336878				10. REQUISITIONING OFFICE OIS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input checked="" type="checkbox"/> N/A	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input checked="" type="checkbox"/> c. DISADVANTAGED	
				<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
				<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		6 Months A.R.O	
16. DISCOUNT TERMS					

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)
	<p>The purpose of this labor hours purchase order is to develop, test and implement a custom web service using the standard web SOAP protocol following the NRC's Project Management Methodology (PMM) and NRC web application standards.</p> <p>The project officer for this effort is Bob Randall and he can be reached at 301-415-6242 or via email at Bob.Randall@nrc.gov.</p> <p>Page 2 sets forth the hours and rates for labor categories associated with this effort.</p> <p>Attachment 1: Statement of Work</p>				See CONTINUATION Page	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
21. MAIL INVOICE TO:						
a. NAME Department of Interior / NBC NRCPayments@nbc.gov						17(h) TOTAL (Cont. pages)
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		\$44,959.95	
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Stephen Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO. NNG08DA03B	ORDER NO. NRC-DR-33-10-313
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Cold Fusion-Level 2 (the hours in the next column are estimated hours)	[REDACTED]	Hours	[REDACTED]	[REDACTED]	[REDACTED]
0002	Software Developer-Level 1 (the hours in the next column are estimated hours)	[REDACTED]	Hours	[REDACTED]	[REDACTED]	[REDACTED]
	Total (Not-To-Exceed Amount)	[REDACTED]	Hours		\$44,959.95	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.2 Other Applicable Clauses

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

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

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

52.217-8, Option to Extend Services

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

A.3 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

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

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

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

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

SECURITY REQUIREMENTS FOR IT LEVEL I

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

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

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

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

SECURITY REQUIREMENTS FOR IT LEVEL II

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

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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.

(End of Clause)

A.4 SEAT BELTS

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

A.5 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

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subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

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

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

A.6 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 following standards have been determined to be applicable to this contract: [TO BE INSERTED FROM OFFEROR'S PROPOSAL]

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

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

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

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

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

[C\$END-OF-CLAUSE]

A.7 2052.204.70 SECURITY (MAR 2004)

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

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

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

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

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

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

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

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

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

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

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

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

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

A.8 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.

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

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

Name: Bob Randall

Address: One White Flint North
Mail Stop:T-5D14

Telephone Number: 301-415-6242

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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.

Statement of Work

Emergency Notification Services Web Development

1. BACKGROUND

The Office of Personnel and Management in May 2009 issued the "Planning for Pandemic Influenza" planning document for agencies and departments and calls for the establishment of communication processes to notify employees of activation of their pandemic plan. It is possible that flu conditions may become more severe and they stress the importance for federal agencies to plan now for how to respond under those circumstances. Planning for a flu response will help continue and strengthen efforts to protect the federal workforce and ensure continuity of operations. Planning can help minimize disruption to government activities, protect employees' health and safety, and limit the negative impact to the community, economy, and society.

The Office of Information Services (OIS) develops, operates and maintains the agency network and computing infrastructure. As a result of pandemic planning activities, the agency has recently awarded a contract to Verizon Business Services (VBS) for the Verizon Pandemic Planning Communication (PPC) application.

The agency is planning to use an externally hosted enterprise service for distributing time-sensitive information to multiple recipients on any communications device. For unplanned events of varying urgency, PPC is an ideal tool to facilitate response team activation, employee roll call and more, while communications-enabling existing business continuity processes and drills. When the agency sends an emergency notification, the application queries the database to determine appropriate recipients, along with their delivery method and schedule preferences. That information is then sent to the distribution platform for delivery. Senders can also choose to send a message to all of the recipients who have subscribed to a particular event, or to a subset of subscribed recipients using a user identifier, e.g., account number, zip code, etc. When the notification is received, they can respond via various methods to report their ability to report to duty.

The agency has a critical requirement to obtain web development services to develop a custom web service using the standard web SOAP (Simple Object Access Protocol) protocol for the PPC interface. The Verizon PPC Notification Web Services interface exposes functionality through the standard web protocol SOAP (Simple Object Access Protocol). The WSDL (Web Services Description Language) allows the application to communicate easily with Verizon. To develop a custom PPC application, an organization can use either a Web Services development environment such as Microsoft Visual Studio.Net or Sun Java J2EE.

2. OBJECTIVE

The objective of this contract is to develop, test and implement a custom web service using the standard web SOAP protocol following the NRC's Project Management Methodology (PMM) and NRC web application standards.

3. SCOPE OF WORK

The contractor shall provide resources to support the Pandemic web application development team which includes:

- (a) Participating in regular meetings/discussions with the OIS Pandemic Development team.
- (b) Designing, developing, and implementing a custom web service for displaying the employee information and accountability/availability.
- (c) The internal source of the information in the user web interface will be mandatory read-only data obtained from the agency's Microsoft Active Directory environment. Examples of this type of information include: First Name, Middle Initial, Last Name, Position, Building, Floor, Room, Mail Stop, Office LAN ID, Office Email Address, Office Telephone Number, Office BlackBerry Telephone Number, Office, and Organization.
- (d) The external source of the information in the user web interface will be voluntary read/write data hosted at the Verizon Business Services site. Examples of this type of information include: Home Telephone Number, Home Cellular Telephone Number, Home Email Address, Home Alternate Email Address, Home SMS Address, Home Alpha Pager, Home Numeric Pager Phone, and Home Fax.
- (e) The type of information in the end-user web interface will be input by the user. Examples of this type of information include: Working, Not Working - But Available, Not Working - Not Available.
- (f) Utilizing the web application standard modules, where possible, from the Rational ClearCase ISHARE VOB.
- (g) Writing the application code based on the agency web application standards.
- (h) Utilizing approved web application software (unless otherwise directed or approved by the NRC project officer) in conjunction with MS SQL Server 2005 or better to design, develop and implement the PPC solution within the web application environment at NRC. (Approved Web Application software is defined as any software that can be found in the official NRC Toolkit.).
- (i) Source code and PMM artifacts shall be deployed to the Rational VOB assigned the development project specified within the task order.

4. SCHEDULE/DELIVERABLES

Deliverables shall be scheduled for completion by the following phases.

Phase I – 45 business days following kick-off meeting (Release 1.0)

Phase II – 60 business days following kick-off meeting (Release 1.1 / Clean-Up / Update)

Phase III – 120 business days following kick-off meeting (Release 2.0 / Clean-Up / Update)

In addition, the contractor shall provide the NRC Task Manager with a project management plan that includes a detailed staffing plan and schedule showing how the

contractor and NRC resources will be expended to meet the project requirements. The plan shall specify, at a minimum, the milestones, start/end dates for each activity, and their dependencies, deliverables, resources required, and assigned to fulfill the task order requirements.

Each deliverable shall first be submitted in draft for NRC review. The NRC shall have 5 working days to review each draft deliverable and respond with comments or approval. Upon approval by NRC of the original draft or the corrected draft, the deliverable shall be delivered in final form to the Task Manager and NRC Contracting Officer. For each deliverable (draft or final), the Contractor shall provide one (1) hard copy and one (1) electronic version of the deliverable to the NRC Task Manager, unless otherwise indicated.

4.1 Kick-Off Meeting

Kick-Off meeting will be held at NRC facilities in Rockville, Maryland to introduce the NRC Project Officer Manager and the NRC Task Manager for each of the tasks orders. All written deliverables shall be phrased in language that can be understood by the non-technical layperson. Statistical and other technical terms used in the deliverable shall be defined in a glossary. The NRC Task Manager will complete a review of each submitted deliverable within 10 workdays from date of receipt.

4.2 Monthly Progress Reports

The contractor shall provide a Monthly Status Report to the NRC Project Officer and the NRC Contracting Officer by the 15th of each month. The report shall contain each of the following: the contract number; the period covered by the report; a summary of work performed during the reporting period by each individual assigned to work on the project along with the number of hours worked, including appropriate statistics and plans for the next reporting period; problems encountered and the proposed corrective action, and a status of expenditures for the reporting period, cumulative expenditures to date, funds obligated to date, and balance of funds required remaining.

4.3 Place of Delivery—Reports

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

Name: Project Officer (1 copy)
Address: U.S. Nuclear Regulatory Commission
Mail Stop T-6C30
Washington, DC 20555

Name: Contracting Officer (1 copy)
Address: U.S. Nuclear Regulatory Commission
Mail Stop T-7I2
Washington, DC 20555

4.4 Schedule of Deliverables

The minimum deliverables and due dates for each task order are summarized in the table below. Deliverable due dates are based on workdays.

Item No.	Deliverable Description	Deliverable Due Date
1	Kick-Off Meeting at NRC HQ	5 workdays after award

2	Deliver Project Management Plan	1 week after Kick-Off Meeting
3	Monthly Progress Reports	Monthly
4	Deploy Source Code	Initial Release (Version 1.0)
5	Deploy Source Code	Maintenance Release (Version 1.1)
6	Deploy Source Code	Maintenance Release (Version 2.0)

4.5 Instructions for Deliverables

Deliverables shall be delivered on the dates specified above in Subsection 4.4. Each deliverable shall first be submitted in a draft to the NRC Project Manager for agency review. Within 5 working days of receipt, the NRC Project Manager will review the draft deliverable and provide written comments and/or changes to the Contractor. The Contractor shall incorporate any necessary comments/changes within 5 working days of receipt, and return to the NRC Project Manager for review and acceptance. Within 5 working days after acceptance of the draft deliverable, the contractor shall provide the NRC Project Manager with one electronic copy and one hard copy of the deliverable in final format.

All written deliverables, in both draft and final form, shall be submitted as one electronic copy and one hard copy. The format for the deliverables is specified in Section 4.0.

If, for any reason, a deliverable cannot be delivered within the scheduled timeframe, the Contractor shall notify the NRC Project Manager in writing.

5. QUALIFICATIONS OF PERSONNEL

The contractor must have knowledge of web applications to perform any required analysis and to provide useful final products, with minimal input from OIS staff and without the need for additional training.

Personnel proposed shall have the following skills:

- (a) Certification in a web application software is desired; primary focus specific to experience in using Microsoft .NET, Java J2EE, and CFML 6.1 (ColdFusion Markup Language) with ColdFusion 6.1 MX server or higher demonstrated in prior assignments.
- (b) Experience in developing and creating web services demonstrated in prior assignments.
- (c) Experience in developing flexible, reusable code modules demonstrated in prior assignments.
- (d) Experience in using Cascading Style Sheets level 2 (CSS2) or better demonstrated in prior assignments.
- (e) Experience in using XML (Extensible Markup Language) 1.0 or better demonstrated in prior assignments.
- (g) Work experience in a Windows 32 bit operating environment (Windows 2003 or higher) or a Sun/ Solaris environment (version 8 or higher) demonstrated in prior assignments.
- (h) Experience with using relational databases. Primary focus should be MS SQL Server 2005. This includes creating database tables and indexes using the Data Definition Language (DDL) and writing complex queries based on the Structured Query Language (SQL).
- (i) Experience in writing stored procedures against databases. Primary focus should be MS SQL Server 2005 databases demonstrated in prior assignments.

- (k) Knowledge of Rational Rose, ClearCase, RequisitePro and ClearQuest.
- (l) Excellent communications and interpersonal skills.

6. TRAVEL

The contractor shall complete most of the work associated with this contract at the Contractor's own facilities with periodic visits to NRC Headquarters in Rockville, MD. Travel to other locations will not be required. Efforts should be taken to take advantage of conference call and video conferencing capabilities where appropriate. However, periodic meetings with the task manager and/or customers to gather and refine requirements, demonstrate application prototypes or builds, deploy source code and PMM artifacts to the project's Rational VOB, or provide status on the task order may be required. For estimating purposes, it is anticipated that these meetings will occur no more than twice every week for a maximum of 90 minutes each.

7. GOVERNMENT FURNISHED EQUIPMENT

None.

8. ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to the above, the contractor shall comply with and enforce all regulations, orders, policies, and/or procedures issued as directives or memoranda by the NRC and its Contracting Officer, Technical Representative or designee. The contractor shall ensure that all internal NRC data provided by the NRC is protected from disclosure to individuals who have not been cleared for access to NRC internal IT systems. The contractor takes full responsibility for the use and protection of NRC data in the contractor's possession. All elements, including hardware and software licenses required for development and on-going maintenance shall be proposed as part of the cost of this contract order, if not specifically furnished by NRC. All source code/objects developed for the task order shall be delivered and loaded in the application's Rational ClearCase VOB repository at the NRC.

9. PERIOD OF PERFORMANCE

The period of performance shall be effective for six months from the award date.