

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

1. REQUISITION NO.
10-10-370

PAGE 1 OF 13

2. CONTRACT NO. NRC-10-10-370

3. AWARD/EFFECTIVE DATE **JUL 08 2010**

4. ORDER NO.

5. SOLICITATION NUMBER RFP-10-10-370

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: James Leedom
Mail Stop: TWB-01-B10M
Washington, DC 20555

CODE 3100

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:
☒ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS: 518210
SIZE STANDARD: \$25,000,000.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐

13b. RATING N/A

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO
U.S. Nuclear Regulatory Commission
Attn: James Leedom
Mail Stop: TWB-01-B10M
Washington DC 20555

CODE

16. ADMINISTERED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

CODE 3100

17a. CONTRACTOR/OFFEROR CODE 129106469 FACILITY CODE

GRANICUS, INC.

568 HOWARD ST FL 3
SAN FRANCISCO CA 941053008
TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE 3100
Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The purpose of this Firm Fixed Price Requirements Type contract is to provide the Nuclear Regulatory Commission's (NRC) Division of Administrative Services with a fully operational webstreaming solution and webstreaming services. The contractor shall provide all requirements of the Statement of Work (SOW). This includes, but is not limited to, the procurement, installation and maintenance of all webstreaming equipment, set-up and maintenance of a webcast webpage, data reporting and webstreaming support services.</p> <p>Period of Performance: Phase-In Period: July 21, 2010 - August 19, 2010 Base Period: August 20, 2010 - February 19, 2011 Option Period #1: February 20, 2011 - February 19, 2012 Option Period #2: February 20, 2012 - February 19, 2013</p> <p>The total ceiling of the contract is \$463,858.94</p> <p align="center">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
04015-5B1306 D2394 252A X0200 Obligate \$168,951.74
FFS# ADM-10-370
DUNS# 129106469

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$168,951.74

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF Granicus' OFFER DATED 12/18/09 & 6/17/10 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR *Tom Spengler*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Donna Berkowitz*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) *Tom Spengler, CEO*

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donna Berkowitz Contracting Officer

30c. DATE SIGNED 7/8/10

31c. DATE SIGNED 7/7/10

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 3/2005)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUL 12 2010

ADM002

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SECTION B - CONTINUATION BLOCK**B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall provide a fully operational webcast system, including the procurement, installation, connection, configuration and testing of all infrastructure that will provide viewers access to NRC webcasts via webcast webpage. The contractor shall meet all requirements found in the Statement of Work.

B.2 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$168,951.74. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on July 21, 2010 and will expire on February 19, 2011. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional two years.

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

☐ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (7) [Reserved]

☒ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

- ☐ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☒ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- ☒ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- ☐ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☒ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☐ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ☐ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(vii) [Removed and reserved]

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$43,300.00;

(2) Any order for a combination of items in excess of \$43,300.00; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 February 19, 2013.

C.5 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 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years and seven months.

C.6 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 15 days of contract expiration.

C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	MAR 2009
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.243-1	CHANGES--FIXED PRICE	AUG 1987

52.245-1A	ALTERNATE II (APR 1984) GOVERNMENT PROPERTY	JUN 2007
52.245-9	ALTERNATE I (JUNE 2007) USE AND CHARGES	JUN 2007

C.8 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Daniel Dean

Address: US Nuclear Regulatory Commission
Mail Stop: O-P1-133
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-2385

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

C.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment

because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

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

C.10 SEAT BELTS

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

C.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 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]

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
001	Statement of Work		18
			
003	Billing Instruction		3
004	NRC-187		2

ATTACHMENT #1

STATEMENT OF WORK BROADCASTING NRC COMMISSION MEETINGS AND OTHER PUBLIC MEETINGS AND EVENTS OVER THE INTERNET - WEBSTREAMING

I. BACKGROUND:

The mission of the Nuclear Regulatory Commission (NRC) is to license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment. One of the primary goals of the NRC is to maintain openness in the regulatory process by facilitating open communication and promoting transparency to earn the trust of internal and external stakeholders.

The NRC facilitates open communication and transparency by providing public access to information on NRC's programs and activities in a variety of ways, including:

- Announcing the schedule and topics of upcoming Commission public meetings in the Federal Register, so that anyone interested in each meeting's subject may arrange to attend the meeting in person or monitor the meeting remotely;
- Listing the schedule and topics of upcoming Commission public meetings on NRC's public website with web links to background documents that would be helpful to the public in understanding the issue or action being discussed;
- Providing public access to transcripts of NRC meetings; and
- Broadcasting NRC public meetings over the Internet "live" (during the actual meeting) and continuing to make them available for viewing afterwards as an "archived" version from the NRC streaming webpage, that all interested parties can conveniently access "on-demand," as their schedule permits.

The NRC's current commercial contract for this webcast support (Internet Media Streaming) is soon expiring and this new contract will replace it. The NRC is seeking a contractor to enable NRC to continue to provide all interested parties (NRC employees, the public, industry and other NRC stakeholders hereinafter referred to as internal and external stakeholders) with the ability to remotely monitor designated NRC Commission public meetings and other significant meetings and events over the Internet using webstreaming.

Under the NRC's current webstreaming contract, approximately fifty (50) Commission public meetings conducted onsite in fixed locations at the NRC's White Flint Complex (WFC) in Rockville, Maryland, are made available for live and/or archived viewing over the Internet annually. Under this new contract, NRC intends to increase the quantity and expand the types of meetings webcast annually to include other NRC public meetings and events that NRC expects will have significant public interest.

II. CONTRACT OBJECTIVE

To obtain a contractor with a high level of demonstrated expertise in the field of Webstreaming that can provide NRC:

- A highly reliable, fully operational webcast infrastructure and supporting telecommunications service that captures the audio and video content of public meetings or events (recorded by NRC) from NRC's audiovisual systems output feed at the 4 designated NRC locations, encodes the content to prevent its alteration by unauthorized parties, and transmits the content to the contractor's technical infrastructure.
- An external infrastructure (hosted outside NRC's computer network firewall) that is accessible by any interested party via the Internet, to view the NRC-provided content of the meetings. This infrastructure shall make the NRC meetings and events being webcast available for live and/or archived on-demand viewing to any Internet webcast viewers free of charge and any advertising.
- An onsite webcast infrastructure that provides NRC direct onsite high-speed connection to the contractor's webcast equipment (non-wireless) at each of the 4 onsite webcast meeting rooms

designated by NRC, so that NRC can capture a high-quality webstream of an NRC Live webcast without the use of the Internet. The contractor shall provide NRC onsite equipment capable of providing this connection, and NRC will provide and install the necessary cabling, etc. inside NRC premises to distribute the webstream for viewing by NRC staff at their desktop computers and other NRC locations.

- Expert technical support from 6am-9pm each weekday (Eastern Time) to continuously monitor and optimize overall webcast system performance, minimize system downtime, diagnose and quickly correct any system performance issues, maintain the webcast webpage content, advise NRC of the benefits of advancements in Media Streaming technology as they occur, and provide toll-free telephone access to assist viewers of NRC webcasts with questions or complaints related to accessing the NRC webcasts.

III. SCOPE OF WORK

The contractor shall provide a "fully operational" webcast system, including the procurement, installation, connection, configuration and testing of all infrastructure (hardware, software, webcasting technology, webpage development, telecommunication lines and service, primary and backup servers, backup power, etc.), that will provide viewers access to webcasts with sufficient video and audio quality in order to clearly see and hear the meeting participants, understand their discussions, and read the closed-caption text and any exhibits used. The webstreaming services provided by the contractor shall support all NRC webstreaming requirements except those specifically identified as originating with the NRC Atomic Safety Licensing Board Panel (ASLBP).

A. Basic Services Performance Requirements:

All requirements stated herein this Statement of Work that are not specifically listed as "Optional Delivery Order Services" shall be considered "Basic Services."

The contractor shall provide any webcast and telecommunications support, services and equipment redundancy required to:

- Achieve 100% webcast viewer access reliability at all times during "live" webcasts;
- Achieve a webcast viewer access reliability rate of at least 23 out of 24 hours per day for any "archived" webcasts;
- Webcast approximately 100 NRC meetings and other events per year live (as they take place), from 4 fixed NRC onsite meeting locations;
- Provide telecommunications and webcast infrastructure capacity to concurrently comply with all requirements of this SOW at all 4 fixed webcast locations (webcasting live as they take place, a separate meeting from all 4 locations simultaneously); and
- Develop and host a webpage (linked to the NRC webpage) from which interested NRC and public viewers can access up to 100 live meetings designated by NRC per year, and up to 200 archived meetings and events designated by NRC, 24 - hours a day

The contractor shall establish the capability to convert NRC meetings into an archived format for "on-demand" viewing from the webcast webpage within 30-days after contract award. Occasionally, NRC will provide the contractor a video (in either VHS, CD ROM or DVD format) of an NRC event that was not webcast "live" and require the contractor to add it to the list of archived webcasts on the webpage for viewers to access on an "on-demand" basis. It is estimated that ten (10) NRC-provided videos of this type may be required per year.

The contractor shall provide all webcast viewers the capability of choosing to view NRC webcasts in two (2) software formats, one of which shall be Windows Media. The second media player software format shall be selected by the webcast vendor with input from the NRC PO or alternate. Both software formats shall comply with all of the SOW requirements. The second media player shall utilize media player software that is available via "free" download and shall provide the viewer with an equivalent quality of video image and sound as the "Windows Media Player" software currently used for the NRC's Webcasting Program.

The contractor shall develop and host a webpage for NRC webcast viewers to gain access to live and/or archived webcasts of NRC meetings and events via the Internet. The contractor shall also provide the NRC and webcast viewers a toll-free telephone number and email address of a contact person who will provide live customer support to address questions and resolve technical problems on-demand from 6am-9pm each weekday (Eastern Time).

The contractor shall collect data (as noted in Task E) on NRC webcast viewership activity and provide standard and ad hoc reports to the NRC PO or alternate on activity and incidents that impact the quality or timeliness of the ability to access a webcast for live or archived on-demand viewing over the Internet.

The contractor shall provide, at no additional charge to the NRC, urgent conversion, upload, and hosting of a Live webcast event, if it is determined that the failure of the contractor's webcast infrastructure, telecom support or technical services during the Live webcast is at fault. NRC will provide the contractor with a VHS tape or DVD of the meeting for use in adding the meeting to the webpage as an archived webcast. Urgent conversion requires the contractor to make the archived webcast available to webcast viewers within 4-hours of receipt of the video content.

The contractor shall provide all necessary equipment and infrastructure, except those specified herein the SOW as furnished by the NRC, required to webcast NRC meetings and events.

B. NRC Fixed Webcast Locations:

There are 4 NRC onsite fixed locations that will be equipped with government-furnished audio and video production equipment to supply the source signal, all necessary electrical connections, all necessary interconnects which will allow the audiovisual signal to reach the contractor-supplied equipment for encoding and transmitting, which shall be installed in the Commission Hearing Room. The contractor shall capture and encode the NRC's audiovisual feed originating from the following locations:

(1) NRC Commission Hearing Room

One White Flint Building
11555 Rockville Pike
Rockville, MD 20852

(2) NRC Auditorium

Two White Flint Building
11545 Rockville Pike
Rockville, MD 20852

(3) Meeting Room 3-B04

One White Flint North
11555 Rockville Pike
Rockville, MD 20852

(4) Meeting Room 2-B05

Two White Flint North
11545 Rockville Pike
Rockville, MD 20852

C. Contractor Travel

The contractor shall not charge NRC separately for any costs to perform the Basic Services requirements of this Statement of Work. For all contractor travel costs required to directly perform the "Optional Delivery Order Services" when the NRC Project Officer places a Delivery Order, the contractor will be reimbursed in accordance with the Federal Travel Regulations current rates in effect at that time. (http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_OVERVIEW&contentId=14161)

IV. Qualified Personnel to Service Contract:

For the Basic Services under this contract, the contractor shall provide all support, management, supervision, and administrative support of contractor personnel who perform and monitor all facets of the webcast system from the contractor's off-site location. The contractor shall provide personnel with expertise required to:

- Serve as POC to the NRC PO or alternate to make decisions on behalf of the contractor;
- Monitor live broadcasts and identify and troubleshoot problems that may impact the viewer's ability to access and view live or archived webcasts;
- Conduct tests before Live webcasts and make timely and recommendations for improvements or corrections;
- Develop and maintain a webpage as the host site for NRC webcast viewers to gain access to live and/or archived webcasts of NRC meetings, provide comments and ask questions;
- Provide training to the NRC PO or alternate on the contractor's webcasting platform, if required;
- Maintain a dedicated toll-free telephone line and assist customers with all technical aspects that impact the viewer's ability to access and view live or archived webcasts; and
- Prepare standard and ad hoc reports with accurate and current data, to include but not limited to, the number of viewing sessions for each live and archived meeting per month and trend analysis of viewership, as noted in Task E.

Additionally, for the "Optional Delivery Order Services" listed under Task F, the contractor shall provide personnel at the meeting location to install, test, monitor, operate and troubleshoot the contractor's webcast system and telecom support for the temporary webcast location.

V. Security Requirements

A. IT Security Requirements – General Basic Contract IT Security Requirements

For unclassified information used for the effort, the contractor shall provide an information security categorization document indicating the sensitivity of the information processed as part of this contract if the information security categorization was not provided in the statement of work. The determination shall be made using NIST SP 800-60 and must be approved by CSO. The NRC contracting officer and project officer shall be notified immediately before the contractor begins to process information at a higher sensitivity level.

All work under this contract shall comply with the latest version of all applicable guidance and standards. Individual task orders will reference applicable versions of standards or exceptions as necessary. These standards include, but are not limited to, NRC Management Directive (MD) volume 12 Security, computer security policies issued until MD 12.5, NRC Automated Information Security Program is updated, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

NRC Policies, Procedures and Standards (CSO internal website):
<http://www.internal.nrc.gov/CSO/policies.html>

NRC Policy and Procedures For Handling, Marking and Protecting Sensitive Unclassified Non-Safeguards Information (SUNSI):

<http://www.internal.nrc.gov/sunsi/pdf/SUNSI-Policy-Procedures.pdf>

All NRC Management Directives (public website):

<http://www.nrc.gov/reading-rm/doc-collections/management-directives/>

The Contractor shall ensure compliance with the latest version of NIST guidance and FIPS standards available at contract issuance and continued compliance with the latest versions within one year of the release date.

NIST SP and FIPS documentation is located at:

<http://csrc.nist.gov/>

When e-mail is used, the Contractors shall only use NRC provided e-mail accounts to send and receive sensitive information (information that is not releasable to the public) or mechanisms to protect the information during transmission to NRC that have been approved by CSO.

All Contractor employees must sign the NRC Agency Rules of Behavior for Authorized Computer Use prior to being granted access to NRC computing resources.

The Contractor shall adhere to following NRC policies, including but not limited to:

1. Management Directive 12.5, Automated Information Security Program
2. NRC Sensitive Unclassified Non-Safeguards Information (SUNSI)
3. Computer Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
4. Computer Security Information Protection Policy
5. Laptop Security Policy
6. Computer Security Incident Response Policy

Contractor will adhere to NRC's prohibition of use of personal devices to process and store NRC sensitive information.

All work performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

Contract Performance and Closeout

The contractor shall ensure that the NRC data processed during the performance of this contract shall be purged from all data storage components of the contractor's computer facility. Tools used to perform data purging shall be approved by the CISO. The contractor shall provide written certification to the NRC contracting officer that the contractor does not retain any NRC data within 30 calendar days after contract completion. Until all data is purged, the contractor shall ensure that any NRC data remaining in any storage component will be protected to prevent unauthorized disclosure.

When contractor employees no longer require access to an NRC system, the contractor shall notify the project officer within 24 hours.

Upon contract completion, the contractor shall provide a status list of all NRC system users and shall note if any users still require access to the system to perform work if a follow-on contract or task order has been issued by NRC.

Control of Information and Data

The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any security controls or countermeasures either designed or developed by the contractor under this contract or otherwise provided by the NRC.

Any IT system used to process NRC sensitive information shall:

1. Include a mechanism to require users to uniquely identify themselves to the system before beginning to perform any other actions that the system is expected to provide.
2. Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords)
3. Protect authentication data so that it cannot be accessed by any unauthorized user
4. Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user
5. Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately.

Access Controls

Any contractor system being used to process NRC data shall be able to define and enforce access privileges for individual users. The discretionary access controls mechanisms shall be configurable to protect objects (e.g., files, folders) from unauthorized access.

The contractor system being used to process NRC data shall provide only essential capabilities and specifically prohibit and/or restrict the use of specified functions, ports, protocols, and/or services.

The most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks must be enforced by the system through assigned access authorizations.

Separation of duties for contractor systems used to process NRC information must be enforced by the system through assigned access authorizations.

The mechanisms within the contractor system or application that enforces access control and other security features shall be continuously protected against tampering and/or unauthorized changes.

Configuration Standards

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

Media Handling

All media used by the contractor to store or process NRC information shall be controlled in accordance with the sensitivity level.

The contractor shall not perform sanitization or destruction of media approved for processing NRC information designated as SGI or Classified. The contractor must provide the media to NRC for destruction.

Vulnerability Management

The Contractor must adhere to NRC patch management processes for all systems used to process NRC information. Patch Management reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

For any contractor system used to process NRC information, the contractor must ensure that information loaded into the system is scanned for viruses prior to posting; servers are scanned for viruses, adware, and spyware on a regular basis; and virus signatures are updated at the following frequency:

- 1 calendar day for a high sensitivity system
- 3 calendar days for a moderate sensitivity system
- 7 calendar days for a low sensitivity system

Access Controls

The contractor shall not hardcode any passwords into the software unless the password only appears on the server side (e.g. using server-side technology such as ASP, PHP, or JSP).

The contractor shall ensure that the software does not contain undocumented functions and undocumented methods for gaining access to the software or to the computer system on which it is installed. This includes, but is not limited to, master access keys, back doors, or trapdoors.

Control of Hardware and Software

The contractor shall demonstrate that all hardware and software meet security requirements prior to being placed into the NRC production environment.

The contractor shall provide a list of software and hardware changes in advance of placing them into operation within the following timeframes:

- 30 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 10 calendar days for a low sensitivity system

The contractor must maintain all system documentation that is current to within:

- 10 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

Any proposed changes to the system must have written approval from the NRC project officer.

The contractor shall maintain a list of hardware, firmware and software changes that is current to within:

- 15 calendar days for a classified, SGI or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The contractor shall analyze proposed hardware and software configurations and modification as well as addressed security vulnerabilities in advance of NRC accepted operational deployment dates within:

- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The contractor shall provide the above analysis with the proposed hardware and software for NRC testing in advance of NRC accepted operational deployment dates within:

- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

Auditing

The system shall be able to create, maintain and protect from modification or unauthorized access or destruction an audit trail of accesses to the objects it protects. The audit data shall be protected so that read access to it is limited to those who are authorized.

The system shall be able to record the following types of events: use of identification and authentication mechanisms, introduction of objects into a user's address space (e.g.: file open, program initiation), deletion of objects, and actions taken by computer operators and system administrators or system security officers and other security relevant events. The system shall be able to audit any override of security controls.

The Contractor shall ensure auditing is implemented on the following:

- Operating System
- Application
- Web Server
- Web Services
- Network Devices
- Database
- Wireless

B. IT Security Requirements – NRC and Contractor (NON-NRC) Facilities**Backups**

The contractor shall ensure that backup media is created, encrypted (in accordance with information sensitivity) and verified to ensure that data can be retrieved and is restorable to NRC systems based on information sensitivity levels. Backups shall be executed to create readable media that allows successful file/data restoration at the following frequencies:

- At least every 1 calendar day for a high sensitivity system
- At least every 1 calendar day for a moderate sensitivity system
- At least every 7 calendar days for a low sensitivity system

Perimeter Protection

The Contractor must employ perimeter protection mechanisms, such as firewalls and routers, to deny all communications unless explicitly allowed by exception.

The contractor must deploy and monitor intrusion detection capability and have an always deployed and actively engaged security monitoring capability in place for systems placed in operation for the NRC. Intrusion detection and monitoring reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

Contractor Facility Review and Approval Process

The contractor shall complete a security survey of the proposed facility in accordance with MD 12.1 in order for NRC to determine the adequacy and effectiveness of the administration of the security program and the protection afforded NRC information, employees, and assets before the facility is used for any NRC effort that includes IT.

Upon facility approval per MD 12.1, the contractor shall perform a full certification and obtain accreditation of the facility and computing systems that will be used by the contractor as part of the NRC effort that includes IT prior to commencing the effort. The certification shall be performed at the level of the highest sensitivity of the data that is used at the facility or will ultimately be used by the product of the effort.

VI. Deliverables and Dates of Delivery:

Within 30 calendar days of the date of the award of the contract, the contractor shall provide and install a fully operational webcast infrastructure system that complies with all NRC requirements stated in this SOW.

The initial NRC acceptance of the webcast system will require that the contractor solution meets or exceeds the requirements set forth under the Security Requirements (Section V) and obtains an Authority to Operate (ATO) from the Computer Security Office. The contractor's webcast system shall continuously demonstrate for 30 consecutive calendar days (test period) that the installed system fully complies with all NRC performance and capacity requirements stated herein without failure of the system. During this test period, NRC reserves the right to require the contractor to perform as many test-webcasts as the NRC determines is necessary to fully demonstrate the total webcast system infrastructure meets all the requirements included in this SOW. NRC reserves the right to make these test webcasts available to Internet viewers during the test period. Final NRC acceptance of the fully functional system shall occur upon successful completion of the test period.

Initial acceptance of the system also requires that, within 30 calendar days of the date of the award, the contractor establishes an IT Security Plan, approved by the NRC Designated Approving Authority (DAA) that ensures "Maximum Network Security" for NRC webcasts, to include the requirements set forth in the Security Requirements (Section V).

Within two weeks from the date of the award of the contract, the contractor shall provide the NRC PO or alternate, a draft "IT Security Plan" which explains the contractor's methodology to consistently achieve compliance with all NRC Security Requirements. The contractor shall provide a revised security plan no later than two weeks after notified of any changes in information that may impact the plan or no later than two weeks after the award for each option year, and re-establish the full security plan (adhering to the current templates) no later than two weeks of the award of the option year.

The NRC PO or alternate will review the contractor's "IT Security Plan" in each instance and provide the contractor any comments/questions and/or weaknesses found. If a weakness is revealed in the proposed "webcast security plan," the contractor shall make the necessary adjustments required to mitigate the weakness within two weeks.

Within 30 calendar days of the date of the award, the contractor shall also provide a fully functioning webcast webpage, including procedures, approved by the NRC PO, for ensuring that information in the webpage remains accurate and current and that customer support services and data collection and reporting meet all NRC requirements.

Within 30 calendar days of the date of the award, the contractor shall add approximately 30, three-hour previous NRC webcasts to the new webcast webpage for archived on-demand viewing via the Internet. The webcasts will be provided by the NRC PO or alternate at the time of the contract award.

VII. SPECIFIC TASKS

The contractor shall accomplish Tasks A through F, defined below, to meet NRC's quality, timeliness and security standards for providing full and complete remote access to NRC Commission meetings and other significant public meetings and events for live and/or archived on-demand viewing over the Internet.

TASK A: PROVIDE FULLY OPERATIONAL WEBCAST INFRASTRUCTURE

The contractor shall provide a "fully operational" webcast system, including completion of the installation, connection, configuration and testing of all infrastructure (hardware, software, webcasting technology, webpage, telecommunication lines, primary and backup servers, backup power, etc.).

To be deemed fully operational, the contractor's webcast infrastructure shall:

1. Include a connection to each of the NRC headquarters 4 fixed webcast locations video systems to receive the NRC's "live" signal feed, transmit a high-speed, high-quality signal using a dedicated telecom line (without use of the Internet or wireless transmissions) to the NRC OWFN Commission Hearing Room AV Control Room, encode the NRC webcast content, and transmit it to the contractor's off-site webcast infrastructure.
2. Deliver a high-quality video and audio retransmission of the source webstreams provided by the NRC so that viewers can view and hear webcast participants clearly, understand the discussions, and read the closed-caption text and any exhibits used.
3. Enable all webcasts to be viewed at 3 levels: high-quality (minimum of 150Kbps); medium-quality (max 56Kbps); and low-quality (max 28.8Kbps) targeted transmission rates with appropriate adjustments made to optimize the webcast viewed via each rate.
4. Support viewer access to concurrent NRC "live" webcasts without significant delays ("delay" is defined as no more than 20-seconds between the events in the actual meeting and the webcast seen by Internet viewers).
5. Provide redundancy measures and systems to eliminate or significantly minimize broadcast downtime.
6. Allow NRC webcast content to be accessed by any viewer without prejudice or the appearance of endorsement by prohibiting any "gateway" or other types of advertising.
7. Support at least 100,000 "web-page-hits" per day.
8. Support at least 200 concurrent archived webcasts (each averaging approximately 2-hours in duration).
9. Support at least 2,500 concurrent viewers per stream, in any combination of users, between the two software formats of media players (Windows Media Player currently used by NRC and another of equivalent video image and sound quality).
10. Support data collection of webcast usage to meet NRC's standard and ad hoc reporting requirements.
11. Provide capacity to host an effective NRC webcast webpage that includes a "link" labeled "Webcast Interest Survey" to allow webcast viewers to transfer to the NRC Home-page where they can respond to the NRC's "Viewer Survey," and a second "link" labeled "Contact Us About Webcasts" to transfer viewers to the NRC Home-page where they can provide comments or questions regarding the NRC's Webcast Program.
12. Provide a toll-free telephone number the NRC PO to place orders to the contractor for upcoming tests, and live and archived webcast support services.

NRC Quality Assurance:

The NRC PO or alternate will monitor the performance of the contract to ensure that the contractor meets the quality standards, as stated herein the SOW. To meet the quality standards for a fully operational webcast infrastructure, the contractor shall:

- Ensure that all webcasts are high-quality, that is, viewers are able to clearly see and hear the participants in the webcast, understand the discussions, and read the closed-caption text and any exhibits used.

- Provide support to perform tests of the webcast system infrastructure each weekday (Monday – Friday) at any time between 6:00am-6:00pm Eastern Time, to ensure the system is ready to generate a high-quality webcast when the meeting begins.
- Conduct a “test” before a “live” webcast each calendar-month during the period of the contract to ensure the entire system is kept “fully operational.”
- Ensure that required tests (pre-meeting/event, live and archived) of the system are conducted to identify and correct any problems that may prevent the recording or archiving of a meeting/event or that have the potential to negatively impact the viewers’ ability to access and/or view live or archived webcasts.
- Monitor each webcast to ensure that if failures do occur, the system can be restored without delay with little or no user intervention to restart the webcast and that the webcast would begin right where it stopped without interruption in the content transmitted.
- Ensure that during each calendar day (365 days per year) viewers can access the archived webcasts, provide NRC with comments or questions about NRC webcasts and respond to the NRC survey for at least 23 out of 24 hours per day.
- Ensure that interruptions to the webcast system (including collection of “viewer session” activity data) shall not exceed a total of one (1) hour out of 24 hours in each calendar day, and not at all during a live webcast.
- Cooperate with the NRC PO or alternate in monthly inspections of the system and the NRC webpage.
- Ensure that recommendations from the NRC PO or alternate to correct identified deficiencies in the system or service are implemented by the date specified.
- Investigate complaints received from webcast viewers within 8 (eight) hours of being received and provide report of investigation, including recommendations for action, if any, within 24-hours, depending on the complexity of the complaint.

TASK B: PROVIDE FULLY OPERATIONAL WEBCAST WEBPAGE AND EFFECTIVE AND TIMELY CUSTOMER SUPPORT

The contractor shall develop, host and maintain an effective, accurate, current and fully operational webpage for NRC webcast viewers to gain access to live and/or archived webcasts of NRC meetings or events via the Internet during the contract period.

To ensure compatibility and consistency with respect to appearance and functionality of other NRC webpages, the contractor shall use the current NRC webcast webpage as the model for developing the new webcast webpage. (Visit www.nrc.gov, click on “Public Meetings and Involvement” tab, then “Live NRC Meeting Webcast” and/or “Webcast Archive”).

The contractor shall provide the NRC and webcast easy access to qualified customer service technicians to address concerns in a timely and effective manner. At a minimum, customer support shall be available during all “live” webcasts.

To maintain an effective fully operational webcast webpage, the contractor shall:

1. Provide free access to the “live” webcast content to interested parties via the webcast webpage.
2. Ensure that the webpage remains fully operational during all live webcasts and at all other times each weekday (Monday – Friday) between 6:00am-9:00pm Eastern Time, including during periods when “live” webcasts are not being webcast.
3. Ensure that the webpage only includes information provided by and/or approved by the NRC PO or alternate.
4. Ensure that information is written in “standard HTML.”
5. Comply with section 508 of the Rehabilitation Act set forth at (<http://www.access-board.gov/sec508/guide/1194.22.htm>).
6. Eliminate the use of “HTML-links” that begin with a “dot-slash” or “dot-dot-slash” (e.g. ./ or ../).
7. Provide webcast viewers a URL address that will provide dynamically generated content as follows:

- a. During scheduled times when there is no webcast in progress, display a message for several seconds indicating such, followed by an automatic transfer back to the prior NRC webpage;
 - b. During scheduled times when an NRC originated webcast is in progress, display a message for several seconds indicating such, followed by an automatic launch of the webcast URL, and then an automatic transfer back to the prior (NRC) webpage; and,
 - c. In either "a" or "b" above, the automated launch and transfers shall also be provided as ordinary HTML hyperlinks, for users with browsers which do not process automated transfers.
8. Include accurate and timely notices, provided by the NRC PO or alternate, of all NRC meetings/events available for live or archived on-demand viewing, including how to access the webcast.
 9. Include the scheduled date, time, title, description and highlights for meetings/events available for viewing as a live webcast (e.g. purpose of meeting/event, keynote speakers, honorees, refreshments, presentations).
 10. Include the actual date and time of the meeting/event, title, description and highlights for webcasts available for archived on-demand viewing.
 11. Allow Web-sites for major news organizations such as CNN, ABC, NBC, FOX, MSNBC, etc. to website link to the NRC webcast webpage with upcoming live webcasts and listing of archived webcasts at no cost.
 12. Include an option for webcast viewers to use a "Webcast Interest Survey" "link" to transfer to the NRC Homepage where they can respond to NRC's "viewer survey" at <http://www.nrc.gov/public-involve/public-meetings/feedback.html>.
 13. Include an option for webcast viewers to use a "Contact Us About Webcasts" "link" to transfer to the NRC Home-page where they can respond to NRC with comments or questions regarding the NRC's web cast program at <http://www.nrc.gov/public-involve/public-meetings/contact-webcasts.html>.
 14. Include an accurate and current Frequently Asked Questions and Answers (FAQ) section which explains how to access, navigate, and view the webcast versions of each meeting/event.
 15. Ensure webpage never contains "inappropriate languages, images or references" (offensive or intentionally misleading).
 16. Maintain an accurate and current listing of archived webcasts, provided by the NRC PO or alternate, that are still of interest to viewers.
 17. Ensure webpage includes "In Page" navigation, so that webcast viewers can easily get to the second table on the page (this is important for when the first table of archived webcasts increase in size as new webcasts are added).
 18. Ensure webpage complies with all requirements of the Privacy Act, including never using "persistent" cookies to collect data on webcast viewers, and never retrieving information being collected on webcast viewers by a viewers name or other personal identifiers.
 19. Ensure webpage complies with "Platform for Privacy Preference Project (P3P)" guidance at <http://www.w3.org/TR/P3P11/>.
 20. Ensure webpage complies with all NRC "Requirements for Publishing Content at NRC's External Web Site Using a Non-NRC.gov Domain," (http://adamswebsearch2.nrc.gov/nrcws/nrcdoccontent.aspx?Library=PU_ADAMS^PBNTAD01&LogonID=69c64f7850270d1897f321a705a01d8f&DocID=082240207).
 21. Allow viewers to access NRC live and archived webcasts using Port TCP 554.
 22. Provide a "link" on the contractor's webcast webpage that enables viewers to download the "free" webcast viewing software.

To maintain effective and timely customer support, the contractor shall:

Provide each weekday (Monday – Friday) at any time between 6:00am-6:00pm Eastern Time, a toll-free telephone number to access qualified customer service technicians who can troubleshoot technical problems, provide guidance on accessing and viewing live and archived webcasts, and respond to related questions accurately and in a timely manner.

NRC Quality Assurance:

The NRC PO or alternate will monitor the performance of the contract to ensure that the contractor maintains an effective, accurate and current webcast webpage and effective and timely customer support services, as stated herein the SOW. To meet the quality standards for a fully operational webcast webpage and effective customer support services, the contractor shall:

- Cooperate with the NRC PO or alternate in the initial inspection of the completed webcast webpage, including an inspection of the availability and accuracy of the "archived" webcasts.
- Inspect the webcast webpage prior to each "live" webcast and after each webcast is added as an "archived" webcast.
- Investigate any complaint received from viewers or the NRC PO or alternate that the webpage is not "fully operational" and provide a report with recommended actions, if any.
- Ensure webcasts remain available as an archived version until NRC is satisfied they have served their intended purpose (usually for 12-months after the "live" webcast of the meeting or the date the webcast was added to the webcast website, whichever is later).
- Respond to any problems with the webcast infrastructure without delay, to minimize the impact on the webcast viewer's ability to access the NRC webcasts.
- Provide required written incident reports on any complaints received from the NRC PO or alternate and webcast viewers.

TASK C: PROVIDE SUPPORT FOR NRC "LIVE" WEBCASTS

The contractor shall broadcast the requested NRC Public meetings or events over the Internet as they take place. For those meetings that NRC elects to webcast "live" (while the actual meeting is taking place), NRC will video-record the meeting's events, add closed-captioned text of the meeting's discussions to "line-21" of the meeting's video image and create a combined feed of the meeting's content (video/audio & closed-caption text). The contractor shall capture the combined feed via the contractor's connection to the NRC video-system at the NRC WFO located in Rockville, Maryland.

NRC Quality Assurance:

The NRC PO or alternate will monitor the entire test and live webcasts to verify that the webcast is not interrupted, corrupted and/or altered in any way by unauthorized sources. In the event of a disruption or unavailability of the NRC's "live" feed, NRC will provide the contractor with a VHS tape or DVD of the meeting for use in adding the meeting to the webpage as an archived webcast.

To meet the quality standards for effective, quality and timely support of live webcasts, the contractor shall:

- Provide uninterrupted viewer access for each NRC "test" and "live" webcast, when NRC provides at least 24-hours of advance notice.
- Ensure the webcast is optimized for Internet viewers video/audio clarity, including any adjustments needed to enhance the clarity of the closed-caption text.
- Inspect each "test" and "live" webcast by monitoring the webcast via the Internet during the entire webcast.
- Provide support for NRC "test" and "live" webcasts with 24-hours of advance notice from the NRC-PO.
- Investigate any complaint from NRC PO or alternate or webcast viewers.
- Maintain "Maximum Network Security" by preventing any interruption in the availability of NRC "live" webcasts to Internet viewers, and/or any corruption or alteration of NRC webcast data by unauthorized sources.
- Ensure full webcast system compliance with all applicable NRC Management Directives, NRC computer security policies, standards, guidance and procedures and Federal laws, rules and regulations.
- Perform a "test" webcast (usually the day before each scheduled "live" webcast) for each live webcast.

- Establish a separate URL-address for NRC personnel to view the test webcast via the internet in order to verify that all systems are working at optimum levels and, if not, make any necessary system adjustments.
- Participate in another similar test webcast the day of each scheduled NRC "live" webcast to enable NRC to provide a test feed to the contractor as part of the setup for the actual "live" webcast, beginning 60-minutes before the scheduled start of the meeting. This will enable NRC personnel to verify via the internet that all systems are still working at optimum levels and ensure the connection carrying the "live" feed from NRC to the contractor is working properly before the actual meeting begins.
- Ensure connectivity with and distribution of the source stream is established prior to the event's starting time.
- Include mandatory tests of the webcast system for a minimum of 15 minutes when requested by the NRC PO or alternate and at any time beginning one (1) hour prior to a scheduled meeting/event. The start time is based on the time zone corresponding to the location where the meeting/event is being held.
- Immediately upon completion of each test, send an email notification of the results to the NRC PO, alternate, and technical representative.
- Encode the content to protect it from alteration and/or corruption, assuring that original video ratio is maintained.
- Connect the content to the contractor's webcasting webpage.
- Ensure webcasts are continuously monitored to prevent any disruptions in internet viewers' access to available webcasts.
- Ensure that the NRC webcast is viewable in its original ratio (typically 4:3 or 16:9).

TASK D: PROVIDE SUPPORT FOR NRC "ARCHIVED" WEBCASTS

The contractor shall provide conversion of approximately 100 NRC "live" webcasts annually (each averaging 2-hours in duration) into an "archived" format to allow any user on the Internet the ability to view previous NRC webcasts on an "on-demand" basis, 24-hours a day, 7-days-week, during the contract period.

To provide effective, quality and timely support for live webcasts, the contractor shall:

1. Provide capacity to concurrently support up to 200 NRC archived webcasts (each averaging 2-hours in duration).
2. Provide viewers with uninterrupted "on-demand" access to any meeting or event at any time.
3. Add each NRC "live" webcast to the webcast archive within 24-hours after the completion of the "live" webcast.
4. Complete archival of each webcast designated by the NRC PO or alternate as "urgent" and make it available for viewers to access within 4-hours after either the completion of the "live" webcast or the contractor receiving a VHS tape or DVD of the meeting or event from NRC.
5. Notify the NRC PO or alternate by e-mail when each webcast has been successfully converted into an "archived" format and is ready for viewers to access from the webcast webpage.
6. Provide a list of archived webcasts on the webpage in chronological order with the most recent webcast listed first, and with original title as indicated by the NRC PO or alternate.
7. Provide long-term archival of NRC webcasts consisting of transferring each webcast onto a disk (CD or DVD) after the conclusion of its usual 12-month period of availability on the Webpage as an archived webcast including delivery of the disk to the NRC PO or alternate. Archived webcasts shall remain available for viewing from the webcast webpage for the period designated by the NRC PO or alternate.
8. Ensure webcasts remain available as an archived version until NRC is satisfied that they have served their intended purpose (usually for 12-months after the "live" webcast of the meeting or the date the webcast was added to the webcast website, whichever was later).
9. Prevent interruption in the availability of NRC "archived" webcasts to Internet viewers during each calendar day (365 days per year). Achieve a viewer access reliability rate of at least 23 out of 24 hours per day for any "archived" webcasts.

NRC Quality Assurance:

The NRC PO or alternate shall monitor the archived webcasts to ensure that the contractor converts the webcasts and make them available within the standard 24-hour time frame or the 4-hour "urgent" time frame for uninterrupted "on-demand" viewing access each calendar day (365 days per year). The NRC-PO or alternate will inspect each archived webcast upon notification by the contractor of the completion of the conversion into "archived" format and is viewable in its original ratio.

To meet the quality standards for providing effective and timely support for archived webcasts, the contractor shall:

- Investigate complaints received from viewers regarding their inability to access any NRC "archived" webcast and provide written incident report.
- Convert webcasts to "archived" version and add to the webcasting webpage within established time frames for regular and urgent bases.
- Maintain archived webcasts available for viewing from the webcast webpage for the period designated by the NRC PO or alternate.

TASK E: DATA COLLECTION AND REPORTING REQUIREMENT:

While each webcast is available for viewing from the webcast Web Page, the contractor shall collect data on webcast usage, to include the number of viewing sessions for each "live" meeting or event per month; the number of sessions by NRC and non-NRC users who access the webcast (the tracking of sessions does not count the same viewer more than once if they access the same "live" webcast multiple times) and provide the data to the NRC PO or alternate within 24-hours of the conclusion of the webcast.

Within 24 hours of the conclusion of each streamed meeting/event, the contractor shall provide a summary report on the connections established during the streamed meeting/event to include a listing of each connection, the duration the user was connected, the number of sessions by NRC and non-NRC users who access the webcast, any problems establishing or maintaining the connection, or reports of problems during the live streamed or archived meeting/event.

The requirements of Task E apply to Basic Services and Optional Delivery Order Services.

NRC Quality Assurance:

The NRC PO or alternate shall inspect all standard and ad hoc reports received from the contractor on webstreaming activity, trend analysis of viewership, and incidents that impact the quality and timeliness of webcasts, and viewers' ability to access a webcast for live or archived on-demand viewing over the Internet.

To meet NRC's quality standards for data collection and reporting, the contractor shall:

- Ensure that the monthly viewership data is collected accurately and forwarded to the NRC PO or alternate no later than the 6th work day (Monday-Friday) of the following month.
- Provide the required summary report on connections to the streamed meeting/event within 24 hours after said event.
- Ensure that "session" data provided to the NRC PO or alternate accurately reflect the viewing audience of NRC webcasts.
- Provide all other standard and ad hoc reports requested by the NRC PO or alternate, to include incident reports on any complaints received from the NRC PO or alternate and webcast viewers, within the delivery time requested.

TASK F: "Optional Delivery Order Services":

All requirements stated herein this section of the SOW are not Basic Services and shall be "Optional Delivery Order Services" that are performed only upon specific written request by the NRC Project Officer or Alternate. The NRC Project Officer or Alternate shall issue Delivery Orders to the contractor for these services.

The contractor shall provide any webcast and telecommunications support, services and equipment redundancy required to webcast live an NRC meeting or event which is held in a temporary location, other than one of the 4 NRC "fixed" locations. The location could be another NRC facility location, or an offsite location somewhere within the Washington, DC Metro area. As with the webcasts from the fixed locations under Basic Services, NRC will video record the meeting or event to create the content feed with closed captioning of the oral discussions, and thereafter the webcast contractor shall encode the content at the temporary location of the meeting, encode it and use their webcast infrastructure to provide it to Internet viewers. The webcast contractor shall also provide a high-speed, high-quality dedicated feed of the webcast to the WFN complex Commission Hearing Room AV Control Room which will be used to distribute the webcast within NRC office locations by NRC staff. The live webcast shall be made available for archived viewing within 6-hours of the conclusion of the NRC meeting or event.

The location of this temporary webcast task could be at one of the Headquarters four (4) interim building locations listed below or an off-site conference facility in the Washington, DC Metro area (DC/MD/VA), such as the Bethesda North Marriott Hotel & Conference Center, located at 5701 Marinelli Road, Bethesda, Maryland 20852. For events originating at these remote locations, the NRC will supply a mixed audio and video feed of the meeting or event to create the content feed with closed captioning of the oral discussions, and thereafter deliver that feed to any one of the four NRC fixed webcast locations, where the contractor shall be capable of capturing and encoding the feed, and use their webcast infrastructure to provide it to Internet viewers.

NRC interim building locations:

NRC Executive Boulevard Building
6003 Executive Boulevard
Rockville, MD 20852

NRC Gateway Building
7201 Wisconsin Ave
Bethesda, MD 20814

NRC Church Street Building
21 Church Street
Rockville, MD, 20850

NRC Twinbrook Building
12300 Twinbrook Parkway
Rockville, MD 20852

VIII. OVERALL PERFORMANCE STANDARDS AND CONTRACTOR INCENTIVES

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

EXCELLENT PERFORMANCE INCENTIVE BONUS:

After the contractor's total webcast system passes all NRC inspections, reviews and acceptance testing, for each full calendar month that the contractor succeeds in performing all Basic and "Optional Delivery Order Required Services" requirements of the SOW with no Valid-deficiencies as determined by the NRC Project Officer, the contractor may qualify for a \$500 bonus payment for that month.

NON-COMPLIANT PERFORMANCE DEDUCTION SCHEDULE:

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

No more than one (1) contract-deficiency shall be allowed by NRC per calendar-month period, in which the NRC-PO determines the discrepancy is a "valid-deficiency" for non-compliance with any Contract Requirements.

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

- 1 Valid-deficiency's per calendar-month period will result in no deduction;
- 2 Valid-deficiency's per calendar-month period will result in 5% of the total monthly invoice amount being deducted;
- 3 Valid-deficiency's per calendar-month period will result in 6% of the total monthly invoice amount being deducted;
- 4 Valid-deficiency's per calendar-month period will result in 7% of the total monthly invoice amount being deducted;
- 5 Valid-deficiency's per calendar-month period will result in 8% of the total monthly invoice amount being deducted;
- 6 Valid-deficiency's per calendar-month period will result in 10% of the total monthly invoice amount being deducted.

NOTE: Under the Deduction Schedule listed above, NRC will not deduct more than a total of 10% from the monthly invoice. However, the deductions listed above do not prevent NRC from taking other appropriate actions to correct performance problems under this contract.

IX. INITIAL MEETING

The contractor shall attend an initial meeting with the NRC staff within three consecutive workdays (Monday – Friday) after the contract is awarded to clarify any questions, concerns and expectations. The meeting will take place at NRC Headquarters White Flint Complex.

X. NRC FURNISHED MATERIAL AND EQUIPMENT

The NRC shall video-record the meetings to be webcast and provide the contractor with a combined signal feed (video, audio and closed-caption text) for the meetings designated by NRC for "live" webcasting. NRC will provide the webcast vendor with sufficient power and rack-space in the NRC AV control booth at the OWFN Commission Hearing Room and the NRC TWFN Auditorium locations. For the other two fixed webcast locations, NRC will provide the contractor with sufficient space within the designated room for the vendor to install the necessary on-site equipment to encode the NRC webcast composite signal and transmit it to the vendor's off-site webcast infrastructure.

At the OWFN building, NRC will provide a dedicated line (an RG-6 coaxial cable with an F-type connector on each end suitable for transporting a composite signal via RF) between the OWFN Commission Hearing Room AV Control Room on the lobby level and the lower-level P1-11 telephone room, for use by the webcast contractor to transmit the encoded webcast signal. At the P1-11 telephone room location, the webcast vendor shall provide their dedicated line service necessary to transmit the encoded webcast signal to the vendor's offsite webcast infrastructure.

At the request of the contractor, the NRC will provide the contractor a recording (typically VHS tape or DVD) of the meeting for use in enhancing the initial "archived" version of the meeting on the webcast webpage. At no cost to NRC, the contractor shall be responsible for providing NRC the appropriate self-addressed express-mail envelopes to ship each requested recording to the contractor. At no cost to the NRC, the contractor shall convert and upload the enhanced recording.

For any other meeting which NRC desires to be added to the webpage as an "archived" webcast, NRC will provide the contractor a recording (typically VHS tape or DVD) of the meeting for use in establishing the "archived" version of the meeting on the webcast webpage.

The contractor shall be responsible for providing and maintaining all other support to perform the requirements of this contract. The contractor shall monitor all contractor equipment located at the NRC site from an offsite location and shall not maintain a presence at NRC facilities. If the vendor requests, the NRC will provide limited on-site assistance for NRC "test" or "live" webcasts. Assistance is limited to visually inspecting the vendor's equipment to assure that it is "powered-on" prior to a webcast and ensuring it is "powered-off" after conclusion of each webcast.

All government web pages must use ".gov" domain name. As such, NRC will use the contractor's assigned URL IP address to register a ".gov" Domain Name for the contractor's webcast webpage. NRC will provide the contractor with the appropriate information required to differentiate between NRC and non-NRC webcast viewer sessions.

XI. RIGHTS IN DATA

NRC shall retain exclusive ownership and rights for all NRC meeting webcasts and their contents.

XII. PERIOD OF PERFORMANCE

The phase-in period is 30 days, the base period is 6-months and each option period shall be 12-months in duration.

XIII. INVOICES / BILLING

Billing reports shall be submitted to the NRC PO monthly describing the services provided and the cost related to each service. The monthly bill shall be consistent with the contract "pricing schedule." After completion of each calendar month, the contractor will submit a monthly invoice to the Department of Interior (DOI) at the address provided by the NRC at the time of award. In addition to the invoice specifying the line-item being billed, the invoice shall state the date(s) service performed. For each "live" webcast, the invoice shall include the date of the webcast, webcast description listed on the NRC Homepage, the length of the webcast and its total cost.

ATTACHMENT #3

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

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

ATTACHMENT #3

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

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.

ATTACHMENT #3

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

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.

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

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

B. PROJECTED
START DATE

08/18/2009

C. PROJECTED
COMPLETION DATE

02/18/2010

2. TYPE OF SUBMISSION



A. ORIGINAL



B. REVISED (Supersedes all previous submissions)



C. OTHER (Specify)

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

A. DOES NOT APPLY

☐

B. CONTRACT NUMBER

NRC-10-04-416

DATE

02/18/2010

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**Broadcasting NRC Commission Meetings and Other Public Meetings and Events Over the Internet
(Webstreaming)**

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION.

☐

YES (If "YES," answer 1-7 below)

☒

NO (If "NO," proceed to 5.C.)

NOT
APPLICABLE

NATIONAL SECURITY

SECRET

CONFIDENTIAL

RESTRICTED DATA

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☐
☐
☐
☐
☐

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

☐
☐
☐
☐
☐

3. GENERATION OF CLASSIFIED MATTER.

☐
☐
☐
☐
☐

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

☐
☐
☐
☐
☐

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

☐
☐
☐
☐
☐

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.

☐
☐
☐
☐
☐

7. OTHER (Specify)

☐
☐
☐
☐
☐

B. IS FACILITY CLEARANCE REQUIRED?

☐

YES

☐

NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

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

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

H. ☐ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

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

I. ☐ REQUIRED TO CARRY FIREARMS.


F. ☐ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

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

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

NAME AND TITLE Daniel Dean Senior Audiovisual Production Specialist	SIGNATURE 	DATE 07/28/2009
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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


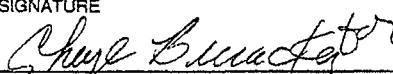
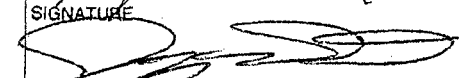
☐ AUTHORIZED CLASSIFIER (Name and Title) ☐ DIVISION OF FACILITIES AND SECURITY

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

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

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION David L. Meyer Director, Div. of Adm. Services, ADM	SIGNATURE 	DATE 07/28/2009
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber	SIGNATURE 	DATE 8/11/09
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Jeffrey L. McDermott	SIGNATURE 	DATE 8/17/09

REMARKS