

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

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|--|---|-------------------------------------|----------------------------------|--------------|
| 2. CONTRACT NO. NRC-HQ-11-C-33-0060 | 3. AWARD/EFFECTIVE DATE 3/12/12 | 4. ORDER NO. NRC-HQ-12-T-33-0012 | 1. REQUISITION NO. OIS-12-105 | PAGE 1 OF 11 |
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| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NO. (No Collect Calls) | 8. OFFER DUE DATE/LOCAL TIME |
|---------------------------------------|---------|-------------------------------------|------------------------------|

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| 9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique Malone Mail Stop: TWB/ 1 A31M Washington, DC 20555 | CODE 3100 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) |
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| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | 13b. RATING N/A |
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| 15. DELIVER TO U.S. Nuclear Regulatory Commission 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 |
|---|------|--|--------------|

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|--|------|---------------|--|--------------|
| 17a. CONTRACTOR/OFFEROR LOCKHEED MARTIN SERVICES, INC. 700 N FREDERICK AVE GAITHERSBURG MD 208793328 TELEPHONE NO. | CODE | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPAYMENTS_NBCDENVER@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX: | CODE 3100 |
|--|------|---------------|--|--------------|

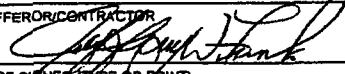

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| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
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| 18. ITEM NO. | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|--|--------------|----------|----------------|------------|
| | Task Order 12, Ad-Hoc Support for Short Term Projects This is a labor-hour task order. See attached requirements and price schedule. Contractor Rep: Jeffery Funk Phone: 301-519-5808 Email: Jeffery.W.Funk@lmco.com COR: Wil Madison Phone: 301-415-7221 Email: wil.madison@nrc.gov Ceiling Amount: \$728,203.87 (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

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| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page Obligate: \$145,000 FAIMIS: 120938, DUNS: 145969783 Appr: 31X0200.012 NAICS: 541519, RPPA: OIS-12-105 JCN: 3005 J1278 | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$145,000.00 |
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| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |
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| 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. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: |
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| | |
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| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jeffery W. Funk, Contract Mgr. | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joseph L. Woodup |
| 30c. DATE SIGNED 3/12/2012 | 31c. DATE SIGNED 3/12/12 |

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAR 15 2012

ADM002

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Contract Type

The contract type for this task order is Labor-Hour.

B.2 Period of Performance

Base Period - Date of Award - September 25, 2012
Option Period 1 - September 26, 2012 to September 25, 2013
Option Period 2 - September 26, 2013 to September 25, 2014
Option Period 3 - September 26, 2014 to September 25, 2015
Option Period 4 - September 26, 2015 to September 25, 2016
Option Period 5 - September 26, 2016 to September 25, 2017
Option Period 6 - September 26, 2017 to September 25, 2018
Option Period 7 - September 26, 2018 to September 25, 2019
Option Period 8 - September 26, 2019 to September 25, 2020
Option Period 9 - September 26, 2020 to September 25, 2021

B.3 Cost/Price

See Section J-1.

B.4 Consideration and Obligation-Time and Materials Contract (August 2011)

(a) Currently, the ceiling price to the Government for full performance under this contract is \$728,203.87.

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit; and (2) cost of materials totaling \$0.00.

(c) The amount presently obligated by the Government with respect to this contract is \$145,000.

(d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

SECTION C - PERFORMANCE WORK STATEMENT

C.1 BACKGROUND

The Office of Information Services (OIS) has taken the direction that all requests for support from within the NRC should be serviced, at least at the basic level. This task order identifies the types of tasks that will be requested by the NRC and the resulting actions that should be taken once those tasks have been identified.

C.2 SCOPE OF WORK

The scope of this task order is limited to work to be performed for current automated computer systems and future systems (if any) after they are developed and placed into production at the NRC.

This performance work statement defines the level of effort to be expended on tasks such as providing technical support on an ad hoc, informal, short-term basis to assist with support projects. The efforts would include, but not be limited to, ad hoc report creation, database creation, Portal creation/maintenance, project management tools support, system administration, automated workflow support, process modeling support, working with staff early on to map strategy, define key business points, and the like, for IT projects (e.g., screening forms).

C.3 SPECIFIC TASKS

1. Maintenance

The contractor shall be responsible for making necessary changes to ensure that identified problems with a system/module are corrected and the system is returned to production in the shortest amount of time possible.

Maintenance Requests:

The NRC Task Order COR shall notify the contractor of system maintenance requests using the Rational ClearQuest change request system, in accordance with the Delivery Order, Statement Of Work, Section C.3, Subsections 3.1 "Maintenance" and 3.2 "Maintenance Change Request Process." The contractor shall follow the procedures contained in the "OIS Application Change Request System Guide using Rational ClearQuest" to document all maintenance work performed and completed.

2. Ad Hoc Support

The work shall include, but is not limited to, the following tasks:

- a. The contractor shall provide ad hoc reporting capabilities, as required by the Task Order COR. This may include the creation of a report using Crystal Reports, Microsoft Access, and other software. It may also include the modification, or assistance in modifying, existing reports.
- b. The contractor shall provide assistance in the creation of a database that could be used for report generation.
- c. The contractor shall provide system administration, workflow, and report generation support that may include K2 BlackPearl and HandySoft Bizflow process automation software products.
- d. The contractor shall provide Rational Jazz tool support that may include Rational Team Concert, Rational Quality Manager, Rational Requirements Composer.
- e. The contractor shall provide project management tool support that may include Microsoft Enterprise Project Management integrated tool suite.
- f. The contractor shall provide process modeling tools support that may include Business Genetics' BRD reports, BIR reports, Process Generator reports, and W5 Process Modeler.
- g. The contractor shall provide assistance in creating and maintaining SharePoint information portals.
- h. The contractor shall provide assistance in the creation of screening forms.
- i. The contractor shall provide technical support to make fixes or enhancements to small applications (approved in the Technical Reference Model) not presently covered under another M&O task order.
- j. Requests:
 - The NRC Task Order COR shall issue requests via email to the responsible contractor.
 - The contractor shall document all requests, noting the originator and action requested.

- The contractor shall provide an assessment of the effort needed to complete the request and forward it to the NRC Task Order COR.
- The NRC Task Order COR shall review the contractor's assessment and respond to the contractor within 2 days.
- A copy of the completed request shall be sent to the NRC Task Order COR.

C.4 DELIVERABLES AND DELIVERY DATES

| Deliverable | Responsibility | Delivery Schedule |
|---|-----------------------|---|
| Request for assistance in solving problem | OIS Lead Analyst/User | As required by the Task Order COR |
| Review and authorize request | NRC Task Order COR | Within 2 business days after receipt |
| Work Plan for resolving request | Contractor | Whenever work effort will exceed 8 hours |
| Work effort nearing ceiling | Contractor | When less than 25 percent of maximum authorized hours are available |
| Deployment | Contractor/NRC | When product to CM effort tested and ready for deployment |
| Work effort status reports | Contractor | (1) As required, and (2) When ready for deployment |

C.5 PLACE OF PERFORMANCE

Most efforts under this SOW can be performed at the contractor site. Access to the NRC Headquarters at 11555 and 11545 Rockville Pike, Rockville, MD 20852 shall be provided by the NRC staff, as required, during NRC core business hours from 8:00am-6:00pm Eastern Time for the duration of this SOW.

C.6 Expertise/Skills

The contractor shall provide personnel with the following skills/experience:

1. Demonstrated ability to perform problem source identification and resolution
2. Excellent communication and interpersonal skills

3. Competency in writing user and technical requirements and documentation, as demonstrated by prior assignments
4. Demonstrated ability to create a database
5. Knowledge of Microsoft Access and Crystal Reports
6. Demonstrated systems administration expertise (preferably in K2 BlackPearl and HandySoft Bizflow)
7. Demonstrated skills in IBM Rational software suite toolset
8. Demonstrated development and maintenance skills in SharePoint portal environment
9. Demonstrated expertise in Microsoft's Enterprise Project Management environment.
10. Demonstrated skills in process modeling

C.7 Project Management Methodology

The contractor shall comply with Management Directive (MD) 2.8, Project Management Methodology, in performing the requirements of this task order. See

http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md2.8.pdf.

C.8 Documentation

The contractor shall provide system documentation in accordance with NRC Management Directive (MD) 2.8, Project Management Methodology. The Task Order COR will provide the contractor with guidance on the required content of the documentation. Documents shall be updated according to the configuration management methodology approved by the Task Order COR. The contractor shall store all documentation in the IBM Rational tools within the time frame specified by the Task Order COR. All documents developed shall become the property of NRC.

C.9 Expertise/Skills/Training

The contractor shall ensure that its personnel that work on this task order are appropriately qualified in the technologies and commercial products identified in the NRC's Technical Reference Model (TRM) which is accessible at

<http://portal.nrc.gov/edo/ois/bpiad/EASB/TRM/default.aspx>." Training that is needed by the contractor's personnel on the technologies and

commercial products identified in the NRC's Technical Reference Model (TRM) shall be at the expense of the contractor.

C.10 Productive Labor Hours

ADDENDUM TO PARAGRAPH (i) OF CLAUSE 52.212-4 ALTERNATE I

The contractor may submit invoices to the Government only for "productive labor hours." "Productive labor hours" are defined as those hours expended by the contractor in performing requirements under a task order and are directly related to an NRC-issued change request that is issued to the contractor through NRC's IBM Rational tools suite. Requests for operational support from NRC task orders under this contract will be issued to the contractor via change requests in NRC's IBM Rational tools suite and will include a ceiling number of contractor productive labor hours within a given period (e.g., 10 productive labor hours between 8:00 a.m. and 7:00 p.m.) If the contractor finds the number of productive labor hours in the change request to be unrealistically low, then the contractor shall inform the Task Order COR within a reasonable time after receiving the change request and should provide a written ceiling estimate for the Task Order COR to consider. If the Task Order COR agrees with the contractor's written ceiling estimate, then the Task Order COR would make the change in IBM Rational tools suite or request that a person with access to the system make that change. The Government may not reimburse the contractor for any invoiced productive labor hours that are not directly related to a NRC issued change request and/or exceed the number of hours included in the applicable change request.

SECTION D - PACKAGING AND MARKING

See base contract

SECTION E - INSPECTION AND ACCEPTANCE

See base contract

SECTION F - DELIVERIES OR PERFORMANCE

See base contract

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Task Order Contracting Officer's Representative

Contract NRC-HQ-12-C-33-0060, Task Order No. NRC-HQ-12-T-33-0012
Ad Hoc Support for Short Term Projects

(a) The Task Order COR for this task order contract is:

Will Madison
Office: Office of Information Systems (OIS)
Mailstop: OWFN/ 6 D3M
Washington, DC 20555-0001
Phone: 301-415-7221
Email: Wil.Madison@nrc.gov

(b) Performance of the work under this task order contract is subject to the technical direction of the NRC Task Order COR. The term "technical direction" is defined to include the following:

- i. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.
- ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- iii. Review and, where required by the task order contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

- i. Constitutes an assignment of work outside the general scope of the contract.
- ii. Constitutes a change as defined in the "Changes" clause of this contract.
- iii. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- iv. Changes any of the expressed terms, conditions, or specifications of the contract.
- v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

- (d) Technical directions must be issued in writing by the Task Order COR or must be confirmed by the Task Order COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the Contracting Officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the Contracting Officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the Task Order COR in the manner prescribed by this clause and within the Task Order COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the Task Order COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the Task Order COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1, Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the Task Order COR shall:
- a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
 - b. Assist the contractor in the resolution of technical problems encountered during performance.
 - c. Review all costs requested for reimbursement by the contractor and submit to the Contracting Officer recommendations for approval, disapproval, or suspension of

payment for supplies and services required under this contract.

- d. Assist the contractor in obtaining the badges for the contractor personnel.
- e. 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.
- f. Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
- g. For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

See base contract for clauses that apply to this task order.

PART II

SECTION I CONTRACT CLAUSES

See base contract for clauses that apply to this task order.

SECTION J TASK ORDER ATTACHMENTS

- 1) Cost/Price Schedule

Contract No. NRC-HQ-12-C-33-0060, Task Order NRC-HQ-12-T-33-0012

Cost/Price Schedule

| Labor Category Base Period (CLIN 0001) Fixed Rate | Option Period 1 (CLIN 1001) Fixed Rate | Option Period 2 (CLIN 2001) Fixed Rate | Option Period 3 (CLIN 3001) Fixed Rate | Option Period 4 (CLIN 4001) Fixed Rate | Option Period 5 (CLIN 5001) Fixed Rate | Option Period 6 (CLIN 6001) Fixed Rate | Option Period 7 (CLIN 7001) Fixed Rate | Option Period 8 (CLIN 8001) Fixed Rate | Option Period 9 (CLIN 9001) Fixed Rate | |
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| Application SW Dev Anlst Stf | | | 50 | | | | | | | |
| Business Appl Prgrmr Sr | | | | | | | | | | |
| Business Appl Prgrmr Stf | | | | | | | | | | |
| Comp Systems Architect Sr Stf | | | | | | | | | | |
| Comp Systems Architect Prin | | | | | | | | | | |
| Information Sys Anlst Asc | | | | | | | | | | |
| Computer Sys Analyst Sr | | | | | | | | | | |
| Software Engineering Mgr | | | | | | | | | | |
| Programmer Analyst Stf | | | | | | | | | | |
| Subject Matter Expert - 1 | | | | | | | | | | |
| Subject Matter Expert - 2 | | | | | | | | | | |
| Subject Matter Expert - 3 | | | | | | | | | | |
| Subject Matter Expert - 4 | | | | | | | | | | |
| Subject Matter Expert - 5 | | | | | | | | | | |
| Ceiling Price | \$728,203.87 | \$1,089,966.34 | \$1,113,356.38 | \$999,806.67 | \$1,023,391.71 | \$1,046,925.21 | \$1,069,625.48 | \$1,096,644.87 | \$1,122,861.29 | \$1,150,081.57 |