

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

1. REQUISITION NO. NRO-12-312
PAGE 1 OF 15

2. CONTRACT NO. NRC-HQ-11-C-33-0060
3. AWARD EFFECTIVE DATE MAR 22 2012
4. ORDER NO. NRC-HQ-12-T-03-0003
5. SOLICITATION NUMBER
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: Dominique Malone
Mail Stop: TWB/ 1 A31M
Washington, DC 20555
CODE 3100
10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519
 HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (8A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS
13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)
13b. RATING N/A
14. METHOD OF SOLICITATION
 RFP IFB RFP

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

17a. CONTRACTOR/OFFEROR CODE LOCKHEED MARTIN SERVICES, INC.
700 N FREDERICK AVE
GAITHERSBURG MD 208793328
TELEPHONE NO.
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:

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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Task Order 3, NRR Systems 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: Indu Konduri Phone: 301-415-8533 Email: Indu.Konduri@nrc.gov Ceiling Amount: \$1,107,574.54 Obligated Amount: \$150,000 Period of Performance: 03/14/2012 - 09/25/2012 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
Obligate: \$150,000 FAIMIS: 121271, DUNS: 145969783
JCN: J4292, BOC:2574, Appx:31X0200.220, B&R:020-11-5-156
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$150,000.00

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. _____ OFFER DATED _____ 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: *Jeffery W. Funk*
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): Jeffery W. Funk, Contract Mgr.
30c. DATE SIGNED: 3/15/2012
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Dominique C. Malone*
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Dominique C. Malone
31c. DATE SIGNED: 3-15-2012

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PART I**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 Contract Type**

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

B.2 Period of Performance

Base Period - March 14, 2012 - 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

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 \$1,107,574.54.

(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 150,000.

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

SECTION C - PERFORMANCE WORK STATEMENT**C.1 Background**

This Performance Work Statement (PWS) provides for the general maintenance support necessary for the continued operation of the Reactor Program System (RPS) and other Office of Nuclear Reactor (NRR) systems, Operator License Tracking System (OLTS), Reactor Operating Events (ROE) and Human Factors Information System (HFIS). This PWS also includes support for technology refresh support for migration to IBM WebSphere/DB2 environment.

RPS enables scheduling of inspection of nuclear reactor facilities and tracking of inspection reports and findings as a result of inspections conducted. Various offices within NRC use RPS for scheduling inspection activities and tracking them. OLTS and ROE maintain operator reactor licenses and record events at nuclear facilities, respectively. Office Nuclear Reactor Regulation (NRR) owns and maintains these systems. All the applications and their components are listed in Page 5 of this document.

NRR's IT systems and RPS consist of over 16 client server applications developed in PowerBuilder and a web-based reporting tool that has been developed in ColdFusion. There are over nine Sybase databases that support the applications mentioned above.

C.2 Objective

The contractor shall provide maintenance for modules and systems listed in the Specific Tasks section below to ensure that users have access to application functions as needed. The contractor shall provide technology refresh support for migration to IBM/WebSphere DB2 environment.

C.3 Statement of Work

Work will begin under this task order upon the Contractor receiving a change request from the Task Order Contracting Officer Representative through the NRC's IBM Rational Tools Suite.

The required outcome of this task order is for the contractor to perform high quality application systems maintenance for RPS and the NRR Systems listed in Section IV following NRC's Project Management Methodology (PMM) as outlined on the web site at <http://www.internal.nrc.gov/pmm>.

The contractor shall utilize the NRC Change Management System, adhering to acceptable quality levels for Change Requests as outlined in the Quality Assurance Surveillance Plan (QASP). The contractor shall perform technology refresh adhering to agency policies (NRC

Management Directives), agency standards for best practices, products (NRC Technical Reference Manual), architecture (NRC Enterprise Architecture), design (NRC PMM) and implementation (NRC PMM).

C.4 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. The identified problem may include addressing system limitations or restrictions through user requested enhancements.

In addition, the contractor shall be responsible for technology improvement requests to ensure systems technologies are refreshed.

Maintenance Requests:

The Task Order Contracting Officer Representative (COR) client will notify the contractor of system maintenance requests using the IBM Rational change request system, in accordance with the task order, Performance Work Statement, Section C.2.1, "Maintenance" and C.5.2 "Maintenance, Operations, and Modernization 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. The contractor shall attend, as directed by the Task Order COR, occasional meetings with the Task Order COR at the NRC office to discuss significant maintenance issues. Maintenance requests may include technology improvement requests which shall follow agency PMM procedures and utilize the agency change request system.

a. Module/System to be maintained:

Reactor Program System	9709	RPS	*see below	Client Server
Technology Improvement Project system (Note 1)	TBD	RPS TIP	* see below	New Web
Inspection Planning Module	9709-1	RPS/IP	*see below	Client Server
Time Resource Inventory Management	9709-2	RPS/TRIM	*see below	Client Server
Inspection Planning Cycle Module	9709-3	RPS/IPC	*see below	Client Server

Inspection Procedure Authority System Module	9709-4	RPS/IPAS	*see below	Client Server
Inspection Report Tracking System Module	9709-5	RPS/IRTS	*see below	Client Server
Item Reporting Module	9709-6	RPS/IR	*see below	Client Server
Security Access Method Module	9709-7	RPS/SAM	*see below	Client Server
Tables Module	9709-8	RPS/TABLES	*see below	Client Server
Reports Module	9709-9	RPS/REPORTS	*see below	Client Server
Performance Measures Module	9709-10	RPS/PM	*see below	Client Server
Reactor Oversight Process Module	9709-11	RPS/ROP	*see below	Client Server
NRC Utilities	9709-12	RPS/NRCUTIL	*see below	Client Server
Dynamic Web Page (Note 2)	9709-1	RPS/DWP	*see below	Browser based
Reactor Operating Events	3594	ROE	*see below	Client Server
Operator Licensing Tracking System	A0048	OLTS	*see below	Client Server
Human Factors Information System	8109	HFIS	*see below	Client Server
NRR Applications Support	NA	NRR	NA	NA

* Software: PowerBuilder, ERWIN, Sybase, RoboHelp, SQL, Java J2EE, ColdFusion, IBM WebSphere, IBM DB2, IBM SQL Skin translator for PowerBuilder apps.

Note 1: Technology Improvement Project system is a phased refresh of individual RPS component systems. Individual older client server systems are being prototyped for refresh in a phased migration to a web based platform using Java, IBM WebSphere, and IBM DB2.

Note 2: Dynamic Web Page is a ColdFusion implementation of RPS reporting which is browser based and allows users to access RPS data from the internal web page. The request for a system number is in process.

C.5 Deliverables and Delivery Dates

Maintenance requests for each system release shall be performed by the contractor within the time negotiated with the Task Order COR.

C.6 Expertise/Skills

The contractor shall provide personnel for this task order shall have the following:

- (1) Working experience and proficiency with and knowledge of PowerBuilder, version 11.5, ColdFusion version 7, Java J2EE
- (2) Working experience with and knowledge of SYBASE ASE, version 12 and 15; IBM DB2 and WebSphere application server
- (3) Working experience with and knowledge of Microsoft Windows network platform, Active Directory
- (4) Experience in analysis and design of complex enterprise-wide client server applications
- (5) Experience in analysis and design of web based applications and tools, including browser screen design, Java Framework, and Beans components.
- (6) Experience with database management systems technologies, including use of 4GL programming languages (structure and object oriented)
- (7) Experience with integration in an IBM DB2 and IBM Websphere environment, including translators, interfaces with APIs, file and transfer protocols and mechanisms.
- (8) Experience with application integration best practices for products, such as IBM FileNet P8, Microsoft Suite (Outlook, Excel and Word), Adobe Suite (pdf files).
- (9) Experience in performance tuning in a complex enterprise-wide systems environment involving distributed interfaces across workstation, web, and application servers and back-office batch processes.
- (10) Experience in refresh migration in a mission-critical production environment in order to phase out, refresh and replace components
- (11) Experience in security management for integration application level authorization controls for role based governance.

C.7 Place of Performance

The majority of the task under this task order can be performed at the contractor site. However, the contractor shall provide maximum responsiveness to the task order requirements. Access to the NRC

facilities will be provided by the Task Order COR, as required, for contractor personnel during NRC core business hours from 8:00am-6:00pm Eastern Time. Any onsite work for this task order shall be performed at NRC Headquarters at 11555 Rockville Pike, Rockville, MD 20852

C.8 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.9 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.10 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.11 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**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**

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

Indu Konduri
Mailstop: OWFN/ 13 C5M
Washington, DC 20555-0001
Phone: 301-415-8533
Indu.Konduri@nrc.gov

(b) Performance of the work under this 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**H.1 2052.215-70 KEY PERSONNEL (JAN 1993)**

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Software Engineering Mgr

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the Contracting Officer to evaluate the proposed substitution. The contracting officer and the Task Order COR shall evaluate the contractor's request and the Contracting Officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

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
- 2) Performance Standards and Metrics

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