

ORDER FOR SUPPLIES OR SERVICES

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1 23

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

BPA NO NRC-DR-33-10-324

1 DATE OF ORDER **09/15/2011**

2 CONTRACT NO (if any)
GS35F0125S

6 SHIP TO:

3 ORDER NO MODIFICATION NO 4 REQUISITION/REFERENCE NO.

NRC-T036

OIS-11-262

a. NAME OF CONSIGNEE
U.S. Nuclear Regulatory Commission

b. STREET ADDRESS
11555 Rockville Pike

5 ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn:
Mail Stop: TWB-01-B10M
Washington, DC 20555

c. CITY
Rockville

d. STATE
MD

e. ZIP CODE
20852

7 TO:

f. SHIP VIA

a NAME OF CONTRACTOR
AEGIS.NET INC

8. TYPE OF ORDER

b COMPANY NAME

a PURCHASE

b DELIVERY

c STREET ADDRESS
42 READS WAY

REFERENCE YOUR
Please furnish the following on the terms and
conditions specified on both sides of this order
and on the attached sheet, if any, including
delivery as indicated

Except for billing instructions on the reverse, this
delivery order is subject to instructions
contained on this side only of this form and is
issued subject to the terms and conditions
of the above-numbered contract

d CITY
NEW CASTLE

e. STATE
DE

f. ZIP CODE
197201649

9 ACCOUNTING AND APPROPRIATION DATA
BBR:2011-40-51-G-156; JC:B1457; BOC:252A; APP:31X0200
OBLIGATED AMOUNT: \$90,000.00
DUNS:152958358; NAICS:541519 FFS:111991

10 REQUISITIONING OFFICE OIS

11 BUSINESS CLASSIFICATION (Check appropriate boxes)

a SMALL b OTHER THAN SMALL c DISADVANTAGED d WOMEN-OWNED e HUBZone
 f SERVICE-DISABLED g WOMEN-OWNED SMALL BUSINESS (WOSB)
 h ECONOMICALLY DISADVANTAGED WOMEN-OWNED
 i VETERAN-OWNED j SMALL BUSINESS PROGRAM

12 FOB POINT

NRCHQ

13. PLACE OF

a INSPECTION
NRCHQ

b ACCEPTANCE
NRCHQ

N/A

14. GOVERNMENT B/L NO

N/A

15 DELIVER TO F.O.B POINT
ON OR BEFORE (Date)

N/A

16 DISCOUNT TERMS

N/A

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This is a labor-hour task order issued under NPC's GSA FSS BPA No. NRC-DR-33-10-324. The Contractor shall provide the services described in the Statement of Work, Attachment 1. Page two (2) contains a complete breakdown of the pricing structure to perform the work associated under this task order.</p> <p>Obligation: \$90,000.00 (\$699,429.39 subject to avail of funds Ceiling: \$789,429.39 Period of Performance: 10/31/2011-10/30/2012 Project Officer: Arthur Davis, Arthur.Davis@nrc.gov Contractor P.O.C: Thomas Lourenco, Thomas.Lourenco@nrc.gov</p> <p>Acceptance: <i>[Signature]</i> Vice President AEGIS.net Inc. 9/15/11</p>					
					See CONTINUATION Page	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO			
	a NAME Department of Interior / NBC NRCPayments@nbc.gov			17(i) GRAND TOTAL
	b STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue	c CITY Denver	d STATE CO	

22. UNITED STATES OF AMERICA BY (Signature) *William A. Adams*

23. NAME (Typed)
William A. Adams
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

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OPTIONAL FORM 347 (REV. 5/2011)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

B/4

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TASK ORDER TERMS AND CONDITIONS

Base Year - 10/1/2011-09/30/2012

CLIN Number	Descriptions	Estimated Quantity	Unit	Price Per Hour	Not-To-Exceed
BPA Year 2 Rates 10/01/2011 - 5/18/2012					
1001	IV&V Process Manager	64	Hours	\$187.23	\$11,982.72
1002	IV&V Technical Specialist	1,082	Hours	\$149.79	\$162,072.78
1003	Senior Functional Analyst	1,655	Hours	\$133.74	\$221,339.70
1004	Senior Application Engineer	1,146	Hours	\$112.34	\$128,741.64
BPA Year 3 Rates 05/19/2012 - 9/30/2012					
1005	IV&V Process Manager	31	Hours	\$192.52	\$5,968.12
1006	IV&V Technical Specialist	533	Hours	\$154.03	\$82,097.99
1007	Senior Functional Analyst	815	Hours	\$137.52	\$112,078.80
1008	Senior Application Engineer	564	Hours	\$115.51	\$65,147.64
Totals:		5,890	Hours		\$789,429.39

Option Period 1 - 10/1/2012-09/30/2013

CLIN Number	Descriptions	Estimated Quantity	Unit	Price Per Hour	Not-To-Exceed
BPA Year 3 Rates 10/01/2012 - 5/18/2013					
2001	IV&V Process Manager	64	Hours	\$192.52	\$12,321.28
2002	IV&V Technical Specialist	1,082	Hours	\$154.03	\$166,660.46
2003	Senior Functional Analyst	1,655	Hours	\$137.52	\$227,595.60
2004	Senior Application Engineer	1,146	Hours	\$115.51	\$132,374.46
BPA Year 4 Rates 05/19/2013 - 9/30/2013					
2005	IV&V Process Manager	31	Hours	\$197.96	\$6,136.76
2006	IV&V Technical Specialist	533	Hours	\$158.38	\$84,416.54
2007	Senior Functional Analyst	815	Hours	\$141.40	\$115,241.00
2008	Senior Application Engineer	564	Hours	\$118.78	\$66,991.92
Totals:		5,890	Hours		\$811,738.02

Option Period 2 - 10/1/2013-09/30/2014

CLIN Number	Descriptions	Estimated Quantity	Unit	Price Per Hour	Not-To-Exceed
BPA Year 4 Rates 10/01/2013 - 5/18/2014					
3001	IV&V Process Manager	64	Hours	\$197.96	\$12,669.44
3002	IV&V Technical Specialist	1,082	Hours	\$158.38	\$171,367.16
3003	Senior Functional Analyst	1,655	Hours	\$141.40	\$234,017.00
3004	Senior Application Engineer	1,146	Hours	\$118.78	\$136,121.88

BPA Year 5 Rates 05/19/2014 - 9/30/2014

3005	IV&V Process Manager	31	Hours	\$203.56	\$6,310.36
3006	IV&V Technical Specialist	533	Hours	\$162.86	\$86,804.38
3007	Senior Functional Analyst	815	Hours	\$145.40	\$118,501.00
3008	Senior Application Engineer	564	Hours	\$122.13	\$68,881.32
Totals:		5,890	Hours		\$834,672.54

Travel

CLIN Number	Descriptions	Estimated Quantity	Unit	Price Per Hour	Not-To-Exceed
4001	Travel costs	N/A	N/A	N/A	\$7,000.00

Grand Total	17,670	\$2,442,839.95
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A.1 FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-DR-33-10-324 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS35F0125S.

SECTION B - GENERAL TERMS**B.1 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 30 days.

B.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 4 years.

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

Funds are not presently available for performance under this contract beyond November 30, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond November 30, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

B.4 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the

point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of--

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

B.5 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.

B.6 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Project Officer, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

B.7 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.

B.8 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

B.9 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

Attachment 1.

Statement of Work – Acquisition Module

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Introduction

The Nuclear Regulatory Commission's (NRC) Associate Directorate for Strategic Acquisition (ADSA) is currently in the process of procuring an agency wide acquisitions system. The selected commercial acquisitions system solution will be integrated into the Agency's FAIMIS (Financial Accounting and Integrated Management Information System) Core Financial System (CFS). ADSA plans to procure Independent Validation and Verification services in support of the implementation of the NRC's acquisition solution and the integration of this system with the FAIMIS CFS.

FAIMIS CFS was successfully implemented by the NRC on October 1, 2010. The NRC expects the configuration for commercial contracts, financial assistance, DOE lab agreements and Interagency Agreements (IAAs) to be completed in the acquisitions system by October 1, 2013. Although development and configuration in support of the entire acquisitions life cycle is to be completed in parallel and in time for the deployment of Release I on October 1, 2013, the NRC anticipates a production rollout of the commercial contracts and grants/cooperative agreements functionality at that time. The NRC intends the Production deployment for DOE lab agreements and IAAs to be accomplished with Release II on March 31, 2014. The Contractor shall provide documentation and support in conjunction with this phased schedule. Figure 1 identifies the critical NRC milestone dates for the implementation of the agency's acquisition solution.

Figure 1: NRC Critical Milestone Dates

Activity	Estimated Schedule/Go-Live Date
Contract Award for FAIMIS acquisition system	September 30, 2011
NRC Implementation of Release I: Commercial Contracts and Grants/Cooperative Agreements	October 1, 2013 (to coincide with fiscal year change)
NRC Implementation of Release II: Department of Energy Laboratory and Interagency Agreements	March 31, 2014

The implementation of a new acquisitions solution will meet the following objectives:

- Replace the Agency's existing disparate acquisitions systems with an acquisitions system integrated with the NRC FAIMIS CFS.
- Design a full array of acquisitions business processes around the Commercial-Off-The-Shelf (COTS) functionality of the selected acquisitions system.
- Configure the COTS application to optimize automation, streamlined workflows, and maximize functional consistency.
- Integrate the selected acquisitions system with the existing FAIMIS CFS.
- Meet the NRC's Open Government reporting requirements.
- Provide Operations and Maintenance (O&M) support after implementation of the acquisitions system.
- Provide online access for NRC staff and designated contracted staff.
- Provide updates with FAIMIS CFS and the selected acquisitions application.
- Provide real-time data that is auditable and transactions based.
- Establish the validation of check and balances between the acquisitions and the financial systems.

1. NRC and Contractor Roles and References

The work description in this document involves numerous roles. All references to the IV&V support contractor shall be indicated as "the contractor." In cases where another contractor is referenced, the nature of their contract will be indicated as the "system integrator". In addition to the NRC Project Officer (PO), the NRC will designate a Task Order Manager (TOM) for this task order and this individual is responsible for providing technical guidance to the performing organization. All work products must be reviewed and approved by the NRC TOM before they are submitted as final documents; however the NRC PO shall have ultimate authority to provide technical direction to contractor, particularly regarding issues of resource availability, task prioritization, or work scope. All technical direction given to the performing organization must be consistent with the work scope and schedule of the applicable task order. The NRC

TOM is not authorized to unilaterally make changes to the approved work scope or schedule for the task, or give the performing organization any direction that would increase costs over approved levels. In the event of a conflict of direction between the PO and TOM, the PO's direction shall govern.

The contractor shall provide a team structure, specifically an overall IV&V Team Leader. The IV&V Team Leader shall provide overall coordination of shared contractor resources and shall provide a single point of contact for coordination of day-to-day activities in support of each task. This role shall be designated as key personnel. In addition, the contractor shall provide at least two contractor staff to be cleared at the "L" or "yellow badge" level.

2. Objective

The NRC is focused on implementing a 21st century strategic acquisition program. The program will apply government and commercial best practices and result in a streamlined approach to procurement that is fully integrated with financial transactions.

As a part of this comprehensive effort, the solicitation for the agency's new commercial acquisition solution has been issued. Independent Validation and Verification (IV&V) services are critical to the implementation and deployment of the agency's acquisition solution. The selected contractor shall provide services to support the Government with the review and validation all contract deliverables developed by the acquisitions system integrator during all phases of the system integrator's project.

Specifically, the contractor shall perform the independent review and validation in order to assist the NRC by meeting the following objectives:

1. Perform a periodic review of the system integrator's Project Schedule and Work Breakdown Structure (WBS) to ensure tasks and milestones are completed as scheduled and to ensure the Project Plan remains current and properly reflects all agreed to changes to tasks, milestones, task durations, responsible parties, etc.
2. Perform a periodic review of the FAIMIS Acquisitions Plans created to ensure risks have been properly identified, the mitigating strategies are continually being updated to reflect any changes, and risks are being closed timely after the mitigation strategy has been implemented.
3. Review system requirements analysis, "to-be" workflows and "gap analysis" contract deliverables submitted by the system integrator for accuracy. The "to-be" workflows shall capture the agency's future state of commercial contracts, grants, purchase orders, Interagency agreements (IAAs) and Department of Energy (DOE) Laboratory (Lab) agreements with the implementation of the new acquisition solution. There may be areas in the "to-be" workflows that do not meet the requirements identified by the NRC. The system integrator shall execute a "gap analysis" that identifies all deficiencies and identifies solutions that address the deficiencies and gaps. The contractor shall review the document for accuracy and associated risks and costs. The contractor shall report its findings back to the Government within ten (10) business days of receiving the "to-be" process flows and "gap analysis"
4. Review system configuration and design contract deliverables, provided by the system integrator, for accuracy and completeness based on the "To-Be" workflow diagram and stated requirements.
5. After the baseline configuration of the new system has been achieved, review additional contract deliverables during the implementation phase of the acquisitions system for accuracy and completeness. Additional contract deliverables include, but are not limited to, test plans and test scripts, system interface requirements, user training materials, data migration support plan, security plan and all security documents.
6. Review the system integrator's monthly status report to include Earned Value Management (EVM) calculations to ensure the project remains within scope, budget and schedule.
7. Provide on-going advice and assistance to the NRC TOM for actionable items identified during the implementation and deployment of the acquisition system.
8. Provide final reports of the findings and recommendations from the review of the system integrator's contract deliverables.

9. Assist the NRC TOM with functionality needed to successfully execute all testing of commercial contracts, financial assistance procurements, IAAs and DOE laboratory agreements. (Additional information regarding all testing support requirements are located in section 8.2.2.6 of this SOW.)
10. The system integrator shall provide standard interfaces to the NRC that support the agency's business processes. The contractor shall ensure the system integrator maximizes interoperability through approaches that create interfaces that all for the acquisition system and the FAIMIS CFS application integration and results in transparent, user-friendly access to required information and services.

3. Contract Type

This is a time and materials task order.

4. Scope

The contractor shall provide all personnel, materials, hardware, software, labor, supplies, equipment, travel, and other direct costs necessary to accomplish the performance of the tasks described below.

5. Period of Performance

The period of performance of this task order will be one base year and two option years. The first option year is a twelve month period and the second option year is a twelve month period.

Base period of performance is: 10/01/2011 through 09/30/2012

6. Place of Performance

The primary place of performance shall be at the NRC headquarters in Rockville, Maryland. The contractor may be required to travel to other sites to perform testing and quality reviews. While the NRC anticipates that all contractors will be located in the Washington, DC, metropolitan area, there may be a need for the contractor to travel to the hosting site elsewhere in the continental United States.

7. Contractor Staff Availability and Hours of Work

The contractor shall ensure that all key personnel are available, either on-site at NRC headquarters in Rockville Maryland, or off-site during the hours of 8:00 a.m. to 5:00 p.m. Eastern Time (ET), except when the government facility is closed due to federal holidays, local or national emergencies, administrative closings, or similar government directed facility closings. In instances when work requirements necessitate a change to these hours, the NRC PO will notify the IV&V Team Leader, and the schedule shall be modified accordingly. However, the contractor shall have access to NRC headquarters 5 days per week, Monday through Friday from 6:00 a.m. to 6:00 p.m. ET, except when the government facility is closed due to federal holidays, local or national emergencies, administrative closings, or similar government-directed facility closings. Due to office space limitations at NRC headquarters, the contractor should not expect that office space will be available on-site. Specific work locations will be defined when this task order is issued.

7.1 Travel Requirements

- a) Local travel expenses will not be reimbursed by the NRC. On-site parking is not available.
- b) Travel to contractor locations, contractor hosting sites, and system stakeholder sites may be required and will not be reimbursed if within the greater Washington, D.C. Metro area. All travel, other than local travel, requires the prior approval of the NRC PO.
- c) Total expenditure for domestic travel does not include travel to NRC headquarters and may not exceed the NOT TO EXCEED amounts listed in Section B of this contract, for each year of the period of performance, without the prior approval of the NRC contracting officer (CO). Please note: Profit/fee shall not be added to any travel performed.

- d) The contractor is encouraged to use government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The NRC CO, upon request, will provide each traveler with a letter of identification which is required in order to participate in this program. The federal travel directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- e) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract, except as stated above. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in Federal Acquisition Regulation 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at state and nonprofit institutions, in accordance with section 12 of Public Law 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance is not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local governments; OMB Circular A-122, Cost principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- f) When the government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the NRC CO in accordance with the Limitations of Cost clause of the General Services Administration (GSA) contract if the contractor will be unable to make all of the approved trips and remain within the travel costs and limitations of this contract due to the changes.

8. Specific Task Requirements

This section details the full range of IV&V technical support activities that the contractor shall provide.

8.1.2 Lifecycle Project Review

The contractor may be required to perform a review of a project at any or all phases of its lifecycle. The Project Management Methodology (PMM) provides guidance for developing and maintaining software application systems and this is the standard against which the lifecycle phase reviews will be based. The PMM is based on the Rational Unified Process. NRC Management Directive (MD) 2.8, Project Management Methodology 1 and its associated manual² include the policy and a configurable process with guidance, tools, and templates to support the implementation of that process. Refer to Enclosures 1 and 2 for MD 2.8 and Manual 2.8.

The PMM provides an integrated solution for IT system development and covers the management of an IT investment throughout its life cycle. The PMM life cycle consists of three major cycles and six phases (Please refer to the FAIMIS Acquisitions System Implementation Performance Work Statement (PWS), Appendix A). The implementation of the NRC's acquisition solution focuses on the following major cycles and phases:

Initial Development Cycle:

- Inception Phase – Define scope, collect requirements, and develop business justification.
- Elaboration Phase – Refine requirements, baseline architecture, and update project plans.
- Construction Phase – Build and test all functions iteratively on proven architecture.
- Transition Phase – Deploy and transition the system to the users.

Evolution Cycle (may include either steady-state or mixed life cycle activities):

- Operations and Maintenance Phase – Operate and support the deployed system, manage and implement enhancements, and correct defects.

8.2.1 Project Planning

The contractor shall perform and deliver reports of findings resulting from assessments of project schedules, cost estimates and spending plans. The primary focus of these assessments will be to determine the reasonableness and associated risks of the plans reviewed. Based on these reviews, the contractor shall also prepare alternate schedules, cost estimates, and spending plans for NRC consideration.

The contractor shall complete the following tasks in support of planning phase of the acquisitions system implementation:

1. Review and validate plans and deliverables submitted by the system integrator. The plans include but are not limited to the following: Quality Assurance Plan, Performance Metrics, Monthly reports, and Earned Value Management (EVM) Calculations for the acquisitions system implementation and deployment. (A complete list of all plans, schedules and deliverables for the system integrator can be found in Appendix A)
2. Advise the NRC TOM on industry best practices for application in preparation of project plans and reporting requirements referenced above and in Appendix A for system implementation and deployment projects.
3. After the system integrator's plan deliverables, identified in Appendix A, have been baselined, the contractor shall alert the NRC TOM, within three (3) business days, of any potential deviations identified with tasks, milestones and task duration dates. The contractor shall analyze the monthly status reports and compare the actual and planned activities to the system integrator's project plan to ensure all project tasks are being performed as scheduled and remain within project scope. In addition to the system integrator's plan, the contractor shall also analyze the monthly status reports and compare actual and planned activities for the data migration contractor, the FAIMIS CFS and all contractors supporting the acquisition system implementation and deployment effort.
4. The contractor shall also provide a review of the system integrator's monthly status reports and EVM calculations as they are made available and respond with comments within three (3) business days of receipt, unless otherwise noted. In addition, the contractor shall analyze the EVM calculations to ensure the project remains within scope and schedule and identify areas for potential deviation in the near term. The contractor shall also provide support for the NRC's OMB 300 requirements. This support includes, but is not limited to, compiling the necessary data required to accurately complete the NRC's OMB 300 reporting.
5. The contractor shall apply all applicable industry standards, federal standards and best practices to the execution of this task.

8.2.2 Project Execution

8.2.2.1 Requirements Validation ("As-Is" Validation)

The contractor shall support the system integrator with validating NRC's current acquisition requirements for the implementation and deployment of the acquisitions solution. This support may involve presentations to the implementation team and response to requests for requirements clarification. The contractor shall ensure the requirements are validated under NRC direction, in accordance with the PMM, and adhere to prevailing NRC standards, Federal standards and practices for documentation of requirements. Currently, the NRC standard is to document requirements in the use case method in IBM Rational RequisitePro, Rose, and Software Modeler. The contractor shall have knowledge in the NRC PMM and the IBM Rational RequisitePro, Rose, and Software Modeler. The contractor shall also support the NRC in cases where the foundation for a given requirement is required, including identifying the requesting stakeholder(s) and rationale behind the requirement. The contractor shall ensure that all requirements definition efforts directly support development of the "to-be" process and document.

8.2.2.2 "To-Be" process flows and "Gap Analysis"

The contractor shall use the "to-be" process flows and "gap analysis" completed by the system integrator to recommend solutions for the NRC. The contractor shall also identify the risks, schedule impacts, resource impacts and costs associated with each solution.

8.2.2.3 Design Review (Working Review Sessions)

The contractor shall assist NRC staff with reviewing the design proposed by the system integrator to ensure the accuracy of requirements. The system integrator shall schedule, lead, facilitate, and manage working review sessions for reviewing the "to-be" business process model and descriptions, gap analysis and crosswalk documentation. The cross-walk documentation is used to connect the "as-is" and current requirements to the "to-be". In the crosswalk the system integrator shall identify the related cost, schedule and technical impacts, to include integration impacts. The contractor shall also assist the NRC with reviewing all design documentation for the acquisitions system including, but

not limited to, the "crosswalk" documentation, to determine, objectively rank and present risks related to the solution being recommended. The contractor shall recommend mitigations to the Government based upon the identified risks.

8.2.2.4 Review Project Performance Monitoring (Bi-weekly)

The contractor shall develop and implement project performance monitoring plans for review by the NRC. These draft plans are due within thirty (30) days of contract award. These plans shall address a systematic approach to monitoring projected schedule, cost analysis, and associated risks of the implementation of the acquisitions system. While the review perspective is the overall acquisitions implementation project, the contractor shall consider input from the system integrator, the Project Management (PM) contract, other contractors and other contributors to the overall project. Cost and schedule monitoring shall use, but not be limited to earned value management (EVM) analysis, particularly in cases where work breakdown structure decomposition does not permit sufficient monitoring detail. Project risk monitoring shall include bi-weekly assessment of known and emergent project risks and promptly reporting the findings to the NRC TOM. The contractor shall provide all support needed to produce periodic EVM assessments in compliance with prevailing American National Standards Institute/Electronic Industries Alliance Standard 748 EVM system guidelines.

8.2.2.5 Review of System Integrator Deliverables

The contractor shall perform reviews of the system integrator's contract deliverables. These deliverables will include, but not be limited to, design documents, the quality assurance plan, the test plan, data conversion scripts, interface documentation and test result summaries. In reviewing each deliverable, the contractor shall inform the NRC TOM and the NRC PO of any issues with accuracy or potential project risk.

For each deliverable review, the contractor shall assess compliance with NRC requirements, the approved design, applicable standards, and absence of techniques that may reduce maintainability or extensibility.

The contractor shall summarize the audit results in a written report delivered to the NRC TOM within five (5) days after the completion of the audit or as directed by the NRC TOM. An audit is required when change to the baseline product configuration occurs. As part of these reviews, the contractor shall ensure the system integrator contractor has complied with Section 508 of the Rehabilitation Act of 1973, as amended, and the applicable technical standards (36 CFR 1194).

8.2.2.6 Testing Support

The contractor shall provide comprehensive technical assistance and support for NRC with all stages of testing. The contractor shall review the system integrator's documentation and monitor the performance of the following testing phases for accuracy and performance (A detailed description of these testing requirements is located in Appendix A):

- System Testing "A"

- Contractor System Interface Testing

- System Testing "B"

- Performance Testing

- End-to-End Testing

The contractor shall also provide support with user acceptance testing (UAT). UAT testing should be in concert with the requirements established in the to-be process flow and gap analysis. This support shall include development of user support test plans, ensuring coverage of all requirements, and shall include development of test plans and test scripts for automated performance of acceptance testing. The contractor shall execute test scripts and supplement the NRC user role to the extent directed by the NRC TOM. All test plans shall be outlined using available IBM Rational RequisitePro requirements and plans shall be developed using the IBM Rational Test Manager. Test scripts shall be automated unless otherwise directed by the NRC TOM. The contractor shall develop automated scripts in the IBM Rational Robot, Functional Tester, and Manual Test tools.

8.3 Security

The contractor shall comply with all IT security requirements as stated in MD 12.5, as well as the following security management directives:

- MD 12.1 NRC Facility Security Program
- MD 12.2 NRC Classified Information Security Program

- MD 12.3 NRC Personnel Security Program
- MD 12.4 NRC Telecommunication System Security Program
- MD 12.5 NRC Automated Information Security Program
- MD 12.7 NRC Safeguard Information Security Program

All work under this task order shall comply with the latest version of all applicable guidance and standards. These standards include, but are not limited to, NRC MD 12.5 Automated Information Security Program, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, policy, directives, instructions, and guidance. This information is available at the following URLs:

NRC Policies, Procedures and Standards (Computer Security Office (CSO) internal website):

<http://www.internal.nrc.gov/CSO/policies.html>

All NRC Management Directives (public website):

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

NIST Special Publications (SP) and FIPS documentation is located at:

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

CNSS documents are located at:

<http://www.cnss.gov/>

All studies must address NRC and federal security requirements from laws, standards, and guidelines. All work performed at non-NRC facilities shall be in facilities, on networks, and on computers that have been accredited by NRC for processing information at the sensitivity level of the information being processed.

The contractor shall ensure that its employees, in performance of the contract, receive IT security training in their role at the contractor's expense. The contractor must provide the NRC with written certification that employee training is complete, along with the title of the course and dates of training, as a prerequisite to starting work on the contract.

The contractor shall not publish or disclose in any manner, without the NRC CO's written consent, the details of any protections either designed or developed by the contractor under this contract or otherwise provided by the government. The System Security Plan and other information system security documentation for this contract are considered Sensitive Unclassified Information. The contractor agrees to abide by NRC regulations for handling sensitive unclassified information governed by the NRC's Sensitive Unclassified Non-Safeguards Information program (SUNSI) and NRC's Management Directive 12.5, "NRC Automated Information Security Program."

Any contract going into FY 2013 must account for the modifications taking place for Controlled Unclassified Information to replace SUNSI and Safeguards Information (SGI). 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 use mechanisms to protect the information during transmission to NRC that have been approved by CSO. Separation of duties for the systems must be enforced by the system through assigned access authorizations. The information system 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.

The contractor shall only use licensed software and in-house developed authorized code (including government and contractor developed) on the system and for processing government information. Public domain, shareware, or freeware shall only be installed after prior written approval is obtained from the NRC Designated Approving Authority (DAA). The contractor shall provide proof of licensing upon request of the NRC CO, the Contracting Officer's Technical Representative, the Senior IT Security Officer (SITSO), or the DAA.

All development and testing environments of the system shall be performed on a network separate and isolated from the NRC operational network and that is protected at the system sensitivity level. All system computers must be properly configured and hardened and comply with all NRC security policies and procedures based on the sensitivity of the system.

User accounts that have system-level or administrative privileges must have a unique password from all other accounts held by that user, and general user tasks must be performed from a general user account, not from the administrative account.

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 Active Server Pages, Hypertext Preprocessor, or JavaServer Pages.)

All sensitive data transmitted over a network by the system shall use FIPS 140-2 validated encryption. The contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.

All media produced by the contractor must include appropriate markings to indicate the sensitivity of the information contained on the media, and the media shall be controlled according to that sensitivity. The contractor shall adhere to NRC policies, including but not limited to:

- NRC Sensitive Unclassified Non-Safeguards Information (SUNSI)
- Computer Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
- Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information
- Computer Security Information Protection Policy
- Remote Access Policy
- Laptop Security Policy
- Computer Security Incident Response Policy

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>. The contractor will adhere to NRC's prohibition of using personal devices to process and store NRC sensitive information.

Any IT system used to process NRC sensitive information shall:

- 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.
- Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords)
- Protect authentication data so that it cannot be accessed by any unauthorized user
- Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user
- Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately

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 contractors shall only use NRC approved methods to send and receive information considered sensitive or classified. Specifically:

- Classified Information** - All NRC classified data being transmitted over a network shall use NSA approved encryption and adhere to guidance in MD 12.2 NRC Classified Information Security Program, MD 12.5 NRC Automated Information Security Program and Committee on National Security Systems. Classified processing shall be only within facilities, computers, and spaces that have been specifically approved for classified processing.
- SGI Information** - All SGI being transmitted over a network shall adhere to guidance in MD 12.7 NRC Safeguards Information Security Program and MD 12.5 NRC Automated information Security Program. SGI processing shall be only within facilities, computers, and spaces that have been specifically approved for SGI processing. Information designated as SGI may only be transmitted using FIPS 140-2 validated encryption or encryption approved for classified processing.

For unclassified information used for the IV&V 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 800-30 and must be approved by CSO. The NRC CO and NRC PO shall be notified immediately if the contractor begins to process information at a higher sensitivity level. If the effort includes use or processing of classified information, the NRC CO and NRC PO shall be notified immediately if the contractor begins to process information at a more restrictive classification level. 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.

8.4 Other Computer Security Requirements

- All contractor employees must acknowledge the NRC Agency-wide Rules of Behavior for Authorized Computer Use prior to being granted access to NRC computing resources.

- The contractor must ensure that required refresher training for their employees is accomplished in accordance with the required frequency specifically associated with their IT security role.
- If new or unanticipated threats or hazards are discovered by either the government or the contractor, or if existing protections have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- 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, and the contractor will retain no 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 NRC PO 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 approved by NRC.
- 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 least every 7 calendar days.
- 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.

8.4.1 System Security Accreditation Support

The contractor shall provide limited technical assistance and support for specific activities related to the system certification and accreditation (C&A) process. The contractor shall support the NRC's OIS security personnel and C&A contractors in understanding the proposed system architecture and technological concerns related to C&A. All system modifications shall undergo a security engineering review commensurate with the Security Categorization of the system and the NRC SITSO/DAA-approved FIPS 199 security baseline for the system. The contractor shall perform reviews of system integrator's test plans to ensure that all system modifications address the security controls as specified in FIPS 200, and NIST SP 800-53 and 800-53A, or the then current publication. Additionally, the contractor shall review the test results of all changes to ensure that any change to existing security controls or requirements for new security controls are implemented and tested by the system integrator. The criteria for testing and acceptance shall be based on the original content of the release together with the technical approach/design, as approved by the NRC task manager. The contractor shall support the NRC task manager in verifying that valid test cases are provided for all of the release's requirements. A "valid test case" is one that will fully exercise and verify the change requests (CR) requirements. The test plans shall also exercise the systems' security controls and security requirements and associated technical resolutions, risk mitigation, and implementations to confirm that the system and associated controls are operating as intended, and in accordance with FIPS 200, and NIST SP 800-53 and 800-53A, NIST SP 800-37 Guide for the Security Certification and Accreditation of Federal Information Systems, and the NRC System Security Test and Evaluation (ST&E) Plan Template. The contractor shall update the test plan after completion of the system security test and evaluation plan test report to reflect validated information. The NRC SITSO/DAA must approve the final system ST&E test report to enable system release deployment.

8.4.2 Maintenance Support Activities

8.4.2.1 Defect Verification and Analysis

The contractor shall investigate reported system defects, confirming their existence, proposing a short-term work-around, defining relationships to stated system requirements, evaluating maintainer-proposed solutions, and providing recommendations to NRC staff. All system change requests are tracked in the IBM Rational ClearQuest tool.

8.4.2.2 System Change Specification Review

The contractor shall review, for clarity and completeness, proposed system changes to NRC systems under maintenance and provide recommendations to NRC staff. The contractor shall verify that each CR specification was implemented.

8.4.2.3 Configuration/Change Control Board (CCB) support

The contractor shall serve as an expert advisor to Configuration/CCB for the acquisitions system. In this capacity, the contractor shall explain the implications of each defect or proposed enhancement that is under consideration by the CCB. The contractor shall also advise the NRC PO and NRC TOM during the evaluation of maintainer cost and schedule proposals.

9. Contractor Performance Requirements

9.1 Performance Requirements

The deliverables required under this order must conform to the standards contained, or referenced, in this statement of work. All deliverables required under this order must be delivered to the NRC in electronic format (in both Microsoft Word and ADOBE Acrobat Portable Document Format PDF) on 2 CDs or in the Rational ClearCase, if the contractor has access to the NRC Rational ClearCase. Submissions must follow NRC Guidance for Electronic Submissions; see <http://www.nrc.gov/site-help/e-submittals/guide-electronic-subr5.pdf>. At the same time, the contractor shall also provide with each deliverable, any IBM Rational tool or Microsoft files (e.g., Project or Excel), if applicable, to the NRC PO and NRC TOM. The contractor shall deliver draft and final versions of all deliverables required under this order, addressing NRC comments and concerns prior to delivery of the final version of each product.

9.2 508 Compliance

The contractor shall support government compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), requires that when federal agencies develop, procure, maintain, or use electronic information technology, federal employees with disabilities will have access to and use of information and data that is comparable to the access and use by federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. The contractor should review the following websites for additional information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

9.3 Post Award Meeting

The government will schedule a kick-off meeting within five (5) business days after delivery order award or upon security clearance authorization. The NRC PO will provide an agenda prior to the meeting. The contractor shall participate in the meeting to establish process, procedures and priority of tasking. The NRC CO, the NRC PO, and the NRC TOM will represent the government. The contractor shall have equivalent representation at the meeting.

9.4 Deliverable Format and Submission

All deliverables shall become the property of the United States Government (NRC) and be delivered electronically to the NRC PO and NRC TOM.

All documentation shall be submitted to the NRC PO and NRC TOM in draft form for comment. The contractor shall incorporate into the final deliverable documentation any NRC comments received on the draft documentation within 3 business days of receipt of comments from the NRC PO and NRC TOM.

The NRC PO and NRC TOM will review all draft documents submitted as part of contract deliverables for conformity to the standards referenced in this Statement of Work. Any changes required after the first revision cycle shall be completed at no additional cost to the government. The first revision cycle for a deliverable shall be acceptable to the government when the contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC PO and NRC TOM on his review of the initial draft.

The following provisions also apply to all deliverables:

Reporting Requirements: In addition to meeting the delivery schedule for the timely submission of any draft and final reports, summaries, data and documents that are created in the performance of this contract, the contractor shall comply with the directions of the NRC regarding the contents of the report, summaries, data and related documents to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein at no additional cost to the NRC. Performance under the delivery order will not be deemed accepted or completed until the NRC's directions are fulfilled. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data and related documents created under this delivery order remains solely within the discretion of the NRC.

Publication of Results: Prior to any dissemination, display, publication or release of articles, reports, summaries, data or related documents developed under the contract, the contractor shall submit for NRC review and approval the proposed articles, reports, summaries, data, and related documents that the contractor intends to release, disseminate or publish to other persons, the public, or any other entities. The contractor shall not release, disseminate, display, or

publish articles, reports, summaries, data, and related documents or the contents therein that have not been reviewed and approved by the NRC for release, display, dissemination, or publication. The contractor agrees to conspicuously place any disclaimers, markings, or notices directed by the NRC on any articles, reports, summaries, data and related documents that the contractor intends to release, display, disseminate, or publish to other persons, the public, or any other entities. The contractor agrees and grants a royalty free, nonexclusive, irrevocable world-wide license to the government to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data and related documents developed under the contract, for any governmental purpose and to have or authorize others to do so.

Identification/Marking of Sensitive and Safeguards Information: The decision, determination or direction by the NRC that information constitutes sensitive or safeguards information remains exclusively a decision within the authority of the NRC. In performing the contract, the contractor shall clearly mark sensitive unclassified non-safeguards information, sensitive, and safeguards information to include, for example, Official Use Only and Safeguards Information on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet forms (e.g., NRC Form 461 Safeguards Information and NRC Form 190B Official Use Only) in maintaining these records and documents. The contractor will ensure that sensitive and safeguards information is handled appropriately, maintained, and protected from unauthorized disclosure. The contractor shall comply with the requirements to mark, maintain and protect all information including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC MD and Handbook 12.6.

Remedies: In addition to any civil, criminal and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions and or NRC directions may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor. If the contractor intends to enter into any subcontracts or other agreements to perform this contract, the contractor shall include all the above provisions in any subcontract or agreements. Additional written reports may be required and negotiated.

9.5 Reporting Requirements

9.5.1 Status Reports and Meetings

Following the kick-off meeting, the contractor shall meet at least twice a month with the NRC PO to discuss the accomplishments during the prior period, any notable variance from anticipated support schedules, and any resource balancing issues. Meetings may be conducted via teleconference or less frequently, as determined by the NRC PO. The contractor shall attend status meetings on a monthly basis or as requested by the NRC TOM to discuss the accomplishments during the prior period, any notable variance from anticipated support schedules, and any resource balancing issues related to the TO. Meetings may be conducted via teleconference or less frequently, as determined by the NRC TOM. The contractor shall provide a monthly billing report for the TO to the NRC PO and the NRC CO within 15 days of the end of the reporting period. The contractor shall provide a status report on the 1st and 15th of the month. Each status report will include, at a minimum:

- Updates to the Project Management Plan and schedule (Work Breakdown Structure), listing the reasons for changes, proposed adjustments and justification, cost and schedule impacts.
- Contract number and task order number.
- Period covered by the report.
- Summary of work performed during the reporting period for the task order, including appropriate statistics and plans for the next reporting period.
- Discussion of project plans, problems, and the proposed corrective action, and analysis of the impact on the entire project.
- Status of expenditures under each task order for the reporting period, cumulative expenditures to date, funds obligated to date, and balance of funds required to complete the task order.
- Any project risks and appropriate risk mitigation strategies, especially those which require NRC management action.
- List of any deliverables completed during the prior month as well as deliverables scheduled for completion during the next month and the schedule and cost variances, if any, for those upcoming deliverables.

Further information on the content of the status and monthly billing reports will be provided during the kick-off meeting.

9.6 Project Management Plan

As part of the Project Management Plan, the contractor shall maintain a detailed Microsoft (MS) Project Plan for the task order, including activities, schedule and cost, and provide to the NRC PO a revised copy whenever the plan is

revised, or as requested by the NRC PO. If outside resources are needed to complete the tasks specified, the NRC PO shall obtain those resources and the contractor shall consolidate them into the MS Project Plan. The contractor shall update the plan within two business days of a revision to the task order schedule, or a change of 15 percent or greater in the duration of a subtask. Where near term NRC task specifications permit, the contractor shall decompose the work breakdown structure, as represented by MS Project tasks, such that no task has a time span greater than 80 hours.

9.7 Independent Reporting

In providing Project Controlling support, the contractor shall specifically watch for project performance or deliverable quality issues that may introduce a significant risk to the NRC through project schedule, cost or quality. In cases where the contractor detects such issues, the contractor shall notify the NRC PO and NRC CO of the issues immediately. Within two (2) business days, the contractor shall provide a written report detailing all available background and a summary of the perceived risks.

9.8 Auditing

The contractor shall support external interviews and questionnaires that may be required by the OIS or other external organizations tasked with ensuring the independence of NRC IV&V services.

9.9 Project Support Contractors

The Government may award management, engineering, technical and other professional support service contracts (hereafter referred to as Project Support contractors) for the purpose of supporting the NRC's FAIMIS Acquisition project. The types of services that the Government may obtain include, but are not limited to, Independent Verification & Validation (IV&V), evaluation, and project management support. In the course of performing these services, Project Support contractors may require access to proprietary and other data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government personnel.

Project Support contractors shall agree to not engage in the production of products (including software), to protect proprietary information of the contractor in accordance with FAR 9.505-4, and to otherwise abide by FAR Subpart 9.5, entitled "Organizational Conflicts of Interest."

The contractor shall cooperate with Project Support contractors by engaging in technical discussions with personnel, and permitting personnel of Project Support contractors access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government personnel. Project Support contractors shall be required to directly execute non-disclosure, non-use agreements with the contractor and subcontractors if so requested by the contractor.