ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3

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

1. DATE OF ORDER: 12/17/2013

2. CONTRACT NO. (If any): GS35F0626M

3. ORDER NO: NRC-HQ-10-14-T-0001

4. REQUISITION/REFERENCE NO.: OIS-14-0011

5. ISSUING OFFICE (Address correspondence to):
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: US NUCLEAR REGULATORY COMMISSION-
b. STREET ADDRESS: MAIL PROCESSING CENTER
4930 BOILING BROOK PARKWAY
c. CITY: ROCKVILLE
d. STATE: MD
e. ZIP CODE: 20852

7. TO:
a. NAME OF CONTRACTOR: AKAMAI TECHNOLOGIES INC
b. COMPANY NAME:
c. STREET ADDRESS: 11111 SUNSET HILLS RD STE 250
d. CITY: RESTON
e. STATE: VA
f. ZIP CODE: 201905374

f. SHIP VIA:

8. TYPE OF ORDER
[ ] a. PURCHASE
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.
[X] b. DELIVERY
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.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: OFFICE OF INFORMATION SERVICES

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT:

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): 12/01/2013

16. DISCOUNT TERMS:

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Period of performance: 12/1/13 through 11/30/14; Period of performance, if all options are exercised: 12/1/13 through 11/30/18 This is a firm-fixed-price task order. Continued ...					

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:
a. NAME: US NUCLEAR REGULATORY COMMISSION
b. STREET ADDRESS (or P.O. Box): ONE WHITE FLINT NORTH
11555 ROCKVILLE PIKE
MAILSTOP O3-E17A
c. CITY: ROCKVILLE
d. STATE: MD
e. ZIP CODE: 20852-2738

[redacted]

17(i) GRAND TOTAL

SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA BY (Signature): 12/17/2013

23. NAME (Typed): JOSEPH L. WIDDUP
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE DEC 27 2013

TEMPLATE - ADM001

ADM002

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/17/2013	GS35F0626M	NRC-HQ-10-14-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Contracting Officer's Representative: Jeffrey Main, 301-287-0807 or jeffrey.main@nrc.gov. Contractor Representative: Lenise Gibson, 703-621-4033 or lgibson@akamai.com. Accounting Info: 2014-X0200-FEEBASED-10-10D007-51-I-156-J1283-2572					
[redacted]	Base Period: Content Delivery Services for NRC Monthly [redacted] includes: Dynamic Site Accelerator (excluding overages), Dynamic Site Accelerator/Base Platform Fee, Site Fallover, Site Snapshot, Network Storage (excluding overages), Site Shield, Aqua Ion Mobile/Mobile Accelerator, Service Management, WebTrends On-Demand, and Premium Reporting				[redacted]	
[redacted]	Option Period I: Content Delivery Services for NRC Monthly [redacted]00 includes: Dynamic Site Accelerator (excluding overages), Dynamic Site Accelerator/Base Platform Fee, Site Fallover, Site Snapshot, Network Storage (excluding overages), Site Shield, Aqua Ion Mobile/Mobile Accelerator, Service Management, WebTrends On-Demand, and Premium Reporting (Option Line Item) Anticipated Excercise Date11/30/2014				0.00	
[redacted]	Option Period II: Content Delivery Services for NRC [redacted] includes: Dynamic Site Accelerator (excluding overages), Dynamic Site Accelerator/Base Platform Fee, Site Fallover, Site Snapshot, Network Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) ▷ $362,292.00

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

DATE OF ORDER	CONTRACT NO	ORDER NO.
12/17/2013	GS35F0626M	NRC-HQ-10-14-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Storage (excluding overages), Site Shield, Aqua Ion Mobile/Mobile Accelerator, Service Management, WebTrends On-Demand, and Premium Reporting (Option Line Item) Anticipated Excercise Date11/30/2015					
[redacted]	Option Period III: Content Delivery Services for NRC				0.00	
	[redacted]00 includes: Dynamic Site Accelerator (excluding overages), Dynamic Site Accelerator/Base Platform Fee, Site Fallover, Site Snapshot, Network Storage (excluding overages), Site Shield, Aqua Ion Mobile/Mobile Accelerator, Service Management, WebTrends On-Demand, and Premium Reporting (Option Line Item) Anticipated Excercise Date11/30/2016					
[redacted]	Option Period IV: Content Delivery Services for NRC				0.00	
	[redacted] includes: Dynamic Site Accelerator (excluding overages), Dynamic Site Accelerator/Base Platform Fee, Site Fallover, Site Snapshot, Network Storage (excluding overages), Site Shield, Aqua Ion Mobile/Mobile Accelerator, Service Management, WebTrends On-Demand, and Premium Reporting (Option Line Item) Anticipated Excercise Date11/30/2017					
	Ceiling Amount for Base Period: $362,292.00 Ceiling Amount, if All Options are Exercised: $1,811,460.00.					
	The obligated amount of award: $362,292.00. The total for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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SECTION B - Supplies or Services/Prices

CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this task order is $362,292.00, and this amount is fully-funded.

(End of Clause)

SECTION E - Inspection and Acceptance

NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables: See Statement of Work

(End of Clause)

SECTION F - Deliveries or Performance

NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

(End of Clause)

NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on 12/1/2013 and will expire on 11/30/2014.

(End of Clause

PERIOD OF PERFORMANCE

This task order shall commence on 12/1/2013 and will expire on 11/30/2014. The term of this task order may be extended at the option of the Government for an additional four one-year options in accordance with FAR clause 52.217-9.

(End of Clause)

NRCF010 PLACE OF DELIVERY-REPORTS

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

Contracting Officer's Representative (COR)

(End of Clause)

SECTION G - Contract Administration Data

NRCG030 ELECTRONIC PAYMENT (SEP 2013)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System Award Management".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: OCFO ObligationsResource@nrc.gov.

(End of Clause)

SECTION H - Special Contract Requirements

NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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 entitled: "Your Rights Under the

Energy Reorganization Act".

(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.

(End of Clause)

NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, http://www.uscis.gov/portal/site/uscis.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared [*Insert time for annual evaluation here*]. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

(End of Clause)

SECTION I - Contract Clauses

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 the task order period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10days (*60 days unless a different number of days is inserted)* 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 five years(months)(years).

52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

(a) Definitions. As used in this clause--

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--(1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright

subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial,

contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to

proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

CONTRACTING OFFICER REPRESENTATIVE AUTHORITY

(a) The contracting officer's authorized representative (COR) for this task order is:

Name: Jeffrey Main
Address: jeffrey.main@nrc.gov
Telephone Number: 301-287-0807

(b) The COR shall:

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

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

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

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

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

(End of Clause)

STATEMENT OF WORK

Title of Project

Public Website Delivery and Continuity of Operations (COOP) Services

Introduction

The U.S. Nuclear Regulatory Commission (NRC) uses the Internet to conduct business with its external stakeholders around the world and to inform the broader public of news and information available from the agency. The primary means for disseminating this information is through the NRC Public Web Site (www.nrc.gov). The agency adds and revises Web content at this site each day as part of its regulatory mission of protecting the public health and safety and the environment.

In 2004, the agency first issued a contract to deliver such content in a cost-effective, reliable manner and to provide related content delivery and Continuity-Of-Operations (COOP) services in a hosted environment. Since that time, the NRC has seen the use of the Internet by both its staff and external stakeholders grow. Increasing interest in new reactor designs, the combined operating license process, nuclear waste disposal, and the agency's regulatory processes have stimulated site traffic. Several additional factors have also added complexity to the process, including new Federal Information Security Management Act of 2002 (FISMA) documentary requirements and the need for the provisioning and maintenance of a full backup site to maintain COOP in the event the NRC origin server becomes unavailable for an extended period of time.

Background

The NRC's current Content Delivery Network (CDN) contractor provides the agency with world-wide delivery across Akamai Technologies' distributed network, ensuring not only that our Public Site remains available should our origin server be offline, but also that the site content is routed to users world-wide across an optimized path to minimize packet loss, even in the event of a regional outage of the Internet. Another contractor-provided service shields NRC servers from international Internet Protocol (IP) traffic. The contractor backs up all site Web pages on numerous, geographically distant servers collocated at internet service providers calculated to be near the end user. In this way, only a small percentage of traffic requires end-to-end transit, minimizing the time required for page delivery.

Definitions

The following definitions are used in this Statement of Work:

- *Critical Task:* A task which is vital to the successful completion of the Government's mission and if done incorrectly or behind schedule could cause the Government irreparable harm. A critical task must be completed by the Contractor with a standard of performance of 100% accuracy (expect as otherwise noted herein).

- *Dynamically Cache:* To store data temporarily based on business rules and without client intervention.

- *Dynamically Direct:* To route or reroute a request by algorithm through an optimal path without user intervention.

- *Origin Server:* The Internet Web Server scanned by the Contractor's indexing server for new content at periodic intervals. Only content retrieved by the Contractor's service will be visible to the public who visit the NRC Public Web Site.

- *NRC Public Web Site:* The only NRC Web site visible to the public at http://www.nrc.gov. It is delivered through this service and is periodically updated by the Contractor's indexing engine when it crawls the Origin Server.

- *Web Spider (or Web Crawler):* A program or automated script that browses the World Wide Web in a methodical, automated manner. This process is called web crawling or spidering. Many sites, in particular search engines, use spidering as a means of providing up-to-date data. Web crawlers are mainly used to create a copy of all the visited pages for later processing by a search engine that will index the downloaded pages to provide fast searches. Crawlers can also be used for automating maintenance tasks on a website, such as checking links or validating HTML code.

Objectives

The primary objectives of this task order are:

- To acquire maintenance and expand assistance to distribute and deliver HTTP content and provide COOP services for the NRC Public Web Site (www.nrc.gov);
- To provide the NRC with an integrated solution that includes continuous Public Web Site caching, backup and spidering, content delivery, application scripting, monitoring, reporting tools and automatic fail-over capabilities 24 hours a day, 365 days a year.

Scope of Work

The contractor shall:

- Provided at least 99% uptime for Public Web content delivery and failover without interruption;
- Provide delivery that encompasses both temporary (cached) and long-term (backup) storage of content hosted on the contractor's server network. The content hosted in the contractor-provided backup storage shall be refreshed from the NRC's origin server by a contractor-provided Web crawling service.
- Provide statistical reports, content control features, and configuration options for these services to the NRC by means of a Web-based, secure portal;
- Provide service documentation to the NRC on the technical and security aspects of the services and supporting infrastructure.

Work Requirements

- The contractor shall implement personnel security requirements commensurate with a system assigned risk classification of (Moderate, Moderate, Low) in accordance with the Federal Information Security Management Act (FISMA) of 2002 as amended.

- The contractor shall provide day-to-day support services 24 hours per day, 365 days per year.
- The contractor shall provide public access to all content delivered by means of the services provided in this task order shall be available 100% of the time, 24 hours each day, 365 days each year for the term of the task order.

Task 1 – Deliver Public Web Content for both Desktop and Mobile Clients

The contractor shall dynamically cache and distribute the NRC public web-site throughout the world. This delivery shall encompass requests from both desktop and mobile user agents.

- Provide Mobile Detection and Redirection Service for HTTP requests to m.nrc.gov.edgesuite.net and m.search.nrc.gov.edgesuite.net using an Akamai-maintained database of device characteristics. Technical reference: http://www.akamai.com/dl/akamai/Mobile_Detection_And_Redirect_service_description.pdf ;
- Provide Mobile Accelerator Service to deliver responses for HTTP requests to m.nrc.gov.edgesuite.net and m.search.nrc.gov.edgesuite.net. Technical reference: http://www.akamai.com/dl/brochures/Product_Brief_Aqua_Mobile_Accelerator.pdf ;
- Provide 24x7 technical support for the configuration and delivery of the specified digital properties;

Minimum Size and Capability of Network

The contractor shall provide distributed delivery of NRC web defined properties with a minimum HTTP outbound bandwidth requirement of 15 Mbps, scalable to 32Mbps.

The contractor shall provide a distributed network that provides for a global reach in order to accommodate unpredictable load increases (flash crowds) and internet-wide projected growth. This network shall ensure that Distributed Denial-of-Service attacks (DDoS) are absorbed without incident.

NRC Web Content Control Utilities

The contractor shall provide the utilities that allow the NRC full control of business rules, delivered web content, and the origin server at all times. This shall include all applications and management tools to allow for object-level control and content purging and pushing.

The contractor shall offer NRC complete control over its content on the contractor's distributed network. Specifically, NRC requires the ability to purge outdated information from the contractor's network. The NRC also requires the ability to "push" critical information out across the contractor's network during periods where immediate availability of new content is critical. The NRC shall also be able to customize refresh rates for individual pages based on NRC determined assumptions on the "shelf-life" of the content presented in the page.

Growth Capacity

The contractor shall facilitate future NRC growth by providing path selection from edge servers making requests to the origin infrastructure to determine the fastest routes through the Internet to support secure and non-secure content delivery transactions.

Required Service Level

The contractor shall provide at least 99.5% for Web site availability and functionality. The site delivery solution shall be a continuous service that is available 24 hours per day, 7 days per week, 365 days per year (24/7/365).

Task 2 – Provide for Continuity of Operations

The contractor shall provide a live, real-time, "hot-site", fail-over solution for the NRC public web server, continuous monitoring of the NRC origin site, and protection against Distributed Denial of Service (DDoS) attacks. The contractor shall provide the capability to automatically and instantaneously switch to Web content stored on the contractor's off-site network, while preventing the NRC origin site from being exposed to DDoS attacks by shielding its Internet Protocol (IP) address from public exposure.

Site Fail-Over Service

The contractor shall provide a dynamic, real-time, automatic site fail over service that monitors data origin and immediately switches to off-site storage if the NRC source becomes unavailable. The contractor shall provide the following as part of the fail-over service.

- Host scalable, fault-tolerant, capacity-on-demand storage service (at least 1350 GB) in at least three locations;
- Serve the most recently cached content during fail-over;
- Automatically rollback to and deliver the cached site origin content when the NRC-hosted server becomes available;
- Enable the COR to manage all site content and control during fail-over by means of file transfer protocol (FTP);
- Provide for integration of the contractor's service into the existing NRC infrastructure technologies and not require additional hardware or dedicated links.

Origin Site Backup and Spidering Service

The contractor shall host a backup copy of the NRC Public Web Site. This backup copy of the NRC Public Web Site shall be maintained through a contractor-provided Web spidering service that crawls the NRC origin at a default interval of 12 hours. The contractor shall provide secure, Web-based and FTP access to NRC to update or purge content from the backup site manually. The NRC's access to the backup site shall be independent of the spidering capability. The backup site shall provide at least 1,350 GB of storage space. The NRC shall have secure, Web-based access to business rules that define the priority under which content is delivered from the backup site. The contractor shall provide technical support to assist in modifying the business rules and other configuration details to ensure the NRC business needs are met.

The contractor shall provide configuration assistance to ensure the spidering service is properly tuned and calibrated to refresh the content at the contractor-maintained backup Web site from the NRC origin site at an interval specified by the NRC. This configuration of spidering intervals shall encompass at least 500 areas of content areas at the NRC origin site which may require separate spidering refresh rules.

Prevention of Distributed Denial of Service (DDoS) Attacks

The contractor shall prevent the NRC origin site from being exposed to DDoS attacks by shielding its Internet Protocol (IP) address from public exposure. The contractor shall act as a proxy service, absorbing excessive traffic that does not conform to the business rules defined in the NRC site configuration of the contractor's site delivery service. The contractor shall provide the NRC with lists of contractor IP addresses through which the NRC origin site will receive requests for Web objects at least 24 hours in advance of any changes to that list.

Removal of Inadvertently Released Web Content

The contractor shall provide a Web portal interface to enable the NRC to remotely request the removal of any Public Site content by Uniform Resource Identifier (URI) from all contractor caching servers worldwide.

Required Service Level

The contractor shall provide a service level of at least of 99.5% for Web site availability and functionality. The site monitoring and fail-over solution shall be a continuous service that is available 24 hours per day, 7 days per week, 365 days per year (24/7/365). The contractor shall complete the removal of inadvertently released Public Site content within 10 minutes of request through the contractor's Web portal.

Task 3 – Provide Access to Web Server Statistics and Reporting Tools

The contractor shall provide and support the implementation of web site statistics tracking and monitoring tools. These tools shall be web based and enable the NRC to perform customized reports to monitor desired statistics on specified web objects and pages contained in the www.nrc.gov Web site.

Site Monitoring Tools

The contractor shall provide web site statistics tracking and monitoring tools that enable for real-time alerts for the following:

- Bandwidth Burst;
- Bandwidth Drop;
- Origin Server Failure;
- Origin Connect Failure;
- Origin DNS Failure;
- SSL Transaction Failure;
- Aborted Download;
- Access Denied at Origin;
- Object not Found.

Customized Web Object Reporting

The contractor shall provide a means for the NRC to access a customer support portal over the web from any web browser. Available services shall include monitoring, content control, reporting, configuring, self-help and alerts.
The contractor's Web-based tool shall allow for customized reports to monitor desired statistics on specified objects. Site access (HTTP file request) and error logs and SMTP e-mail transaction logs (syslogs) shall be easily attained by NRC or be collected and compressed in a suitable format, and sent by FTP to an NRC location, designated by the COR, each calendar day.

Web Statistics Reporting

The contractor shall provide web accessible reporting services that enable NRC staff to monitor the following:

- Average number of concurrent streams;
- Number of hits;
- Minutes of content viewed;
- Maximum concurrent streams;
- Amount of content delivered;
- Number of unique viewers;
- Views by bit rate;
- Most viewed Web addresses;
- Traffic by geography;
- Traffic trends (by hour of day, day of week, etc.);
- NRC-defined statistics on specific objects and pages.

Web Traffic Statistics

The contractor shall provide a web portal tool that allows web traffic summary information on NRC defined statistics that includes the following.

- Network bandwidth utilization;
- Number of hits on popular pages;
- Unique visitors by time of day and day of week;
- Geographic dispersion of users accessing content;
- Traffic at NRC Web sites, including number of hits and megabytes delivered.

Required Service Level

The contractor shall provide at least 99% availability and functionality for access to site statistics and reporting. The site statistics solution shall be a continuous service that is available 24 hours per day, 7 days per week, and 365 days per year (24/7/365) except for scheduled system outages for which at least one week advance written notice has been provided to the COR.

Task 4 - Provide Documentation

The contractor shall provide documentation at the beginning of the task order, annually and periodically commensurate with a system assigned a risk classification of (Moderate, Moderate, Low) in accordance with the Federal Information Security Management Act (FISMA) of 2002 as

amended. The documentation shall address all aspects of the functional, security, and project management requirements associated with this effort. All requirements in this task may be accomplished as part of the successful award and maintenance of a FISMA-moderate Authority To Operate (ATO) under the Federal Risk and Authorization Management Program (FedRAMP).

Documentation Due at Beginning of Task Order

The contractor shall provide the initial draft of each of the following no later than 30 days after task order award:

- System Architecture;
- Configuration Management Plan;
- System Concept of Operations;
- System Security Plan;
- Contingency Plan;
- Contingency test report;
- Initial Risk Assessment;
- Current Risk and Issues List;
- Standard Operating Procedures.

The COR expects to require approximately 15 business days to review the documents provided above (i.e. approximately 45 business days from contract award).

Documentation Due Annually

The documentation due on the 10th day of December of each year (if options are exercised) includes:

- Information needed for the Government to revise the annual security control test plan and associated report;
- Updates to the following documents to reflect any changes to the contractor's system used to perform requirements of this contract: System Architecture, Configuration Management Plan, System Concept of Operations, Contingency Plan, Contingency Test Report, System Security Plan, Current Risk and Issues List, and Standard Operating Procedures.

Documentation Due Periodically

The following documents are required every 90 days:

- Problem Reports. The contractor shall bring problems or potential problems affecting performance to the attention of the COR in writing as soon as possible after they are identified.

Task 5 - Provide Professional Services

The contractor shall perform up to 6 hours per month of professional services consisting of technical and administrative tasks associated with the following.

- Changes to the NRC's site configuration(s) hosted by the contractor;
- Diagnosing and correcting causes of local or general latency or lapses in access to NRC site(s) delivered by the contractor;
- Preventing or mitigating the effects of malicious activity directed at NRC site(s) through the contractor's service.

Task 6 – Provide IPv4/IPv6 Dual Stack Delivery of NRC Digital Properties

The contractor shall perform all tasks necessary for users of NRC sites delivered through the contractor's network to access each site at either an IPv4 or IPv6 address without requiring any change to the NRC's IPv4 origin site or infrastructure. Tasks include the following:

- Review existing hosted configurations for IPv6 feature compatibility;
- Review existing hostnames and maps;
- Modify existing configuration to enable IPv6 portal features;
- Upgrade existing hosted configuration to support IPv6, deploy to staging;
- Regression test all active features over IPv4 and IPv6 in staging;
- Deploy hosted configuration to production;
- Regression test all active features over IPv4 and IPv6 in production;
- Migrate hostname to dual-stack compliance map;
- Use same hosted configuration for additional sites, if applicable.

The contractor shall provide an Internet Protocol Version 6 (IPV6) compliant product or system capable of receiving, processing, transmitting, and forwarding as appropriate IPV6 packets and should interoperate with other systems and protocols in both the IPV4 and IPV6 modes of operation. Specifically, the contractor shall provide a product or system that:

- Interoperates with both IPV6 and IPV4 systems and products;
- If not initially compliant provide a migration path and commitment to upgrade to IPV6 for all application and product features within 90 days of the identification of noncompliance.

The contractor shall provide IPV6 technical support for development and implementation and fielded product management. Further information on IPV6 requirements is available at http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-22.pdf

The schedule and details of these services are provided below.

Task	Description	Schedule
1	Deliver Public Web Content for both Desktop and Mobile Clients	Beginning on start date of each task order period
2	Provide for Continuity of Operations	Beginning on start date of each task order period
3	Provide Access to Web Server Statistics and Reporting Tools	Beginning on start date of each task order period
3	Provide documentation	Beginning on 11/1/2013
4	Provide Professional Services	Up to 6 hours per month
5	Provide IPv4/IPv6 Dual Stack Delivery of NRC Digital Properties	Beginning on start date of each task order period
6	Provide IPv4/IPv6 Dual Stack Delivery of NRC Digital Properties	Beginning on start date of each task order period

Government-Furnished Records, Files, Documents, and Work Papers

The Government will furnish appropriate records (Standard Operational Procedures, regulations, manuals, texts, briefs and the other materials associated with this task order.) All records, files, documents, and work papers provided by the Government and/or generated for the Government in the performance of this task order are Government property and shall be maintained and disposed by the Government. At the time of task order completion, the contractor shall box, label contents, and turn them over to the COR.

Place of Performance

The place of performance shall be at a location within the continental United States of America. All services provided under this task order shall operate physically and logically separate from the NRC's physical IT infrastructure.
All electronic connections between the services provided under this contract and the NRC user shall be established by HTTPS or SFTP.

The requirements for an NRC user to interact with the service shall be limited to the following:

- Access rights granted by the NRC administrator
- Personal computer with a connection to the Internet
- Microsoft Internet Explorer 6.0+ or Firefox 2.0+ (supporting 128-bit secure sockets layer connectivity)

Performance Evaluation Meetings

The contractor may be required to meet at least weekly with the COR during the first month of the task order. Meetings may be conducted by conference call or using an Internet meeting service of the contractor's choice. Meetings will be as often as necessary thereafter as determined by the COR. However, if the contractor requests, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. The written minutes of all performance evaluation meetings shall be prepared by the Government and signed by an authorized representative of the contractor and the COR. Should the contractor not concur with the minutes, the contractor shall so state any areas of non-concurrence in writing to the COR within ten calendar days of receipt of the signed minutes.

Contractor Conduct

Safety Standards

The contractor shall adhere to Public Law 91-596, 1926.956, 1910.146 Occupational Safety and Health Administration (OSHA) standards, and Telecommunication Standard 29CFR 1910.268, as well as local government fire and safety regulations for the site.

Mishap Reporting

The contractor shall report to the NRC COR all contractor related mishaps which results in personal injury, Government property damage, and/or financial loss due to the work performed. The contractor shall, in coordination with the NRC COR, secure the mishap scene and impound immediately the wreckage and all related documentation until released by the Government

Investigating Safety Office. Such release will be accomplished through the NRC Safety Officer. The contractor shall support the Government, as required, in the mishap investigation by all Government organizations.

Contractor Supplied Supplies and Services

The contractor shall provide qualified personnel, equipment, tools, materials, supervision, and other items and services necessary to successfully perform all analytical, technical, administrative, and clerical support tasks as defined in this statement of work with the exception of all Government furnished property, materials, supplies, and services specifically identified in this contract.

The contractor shall furnish its own IT equipment, IT services, and IT access necessary to complete this effort except as specifically stated in this statement of work. The Government will furnish no other IT equipment, IT services or IT access, unless the NRC deems it necessary and beneficial to complete this effort.

Documentation

The NRC will provide the contractor with all available documentation, software manuals, diagnostic routines, warranty information, equipment configurations and any other available information necessary to perform service under this contract. All documentation provided to the contractor will remain the property of the NRC.

Hours of Operation

The contractor shall provide technical support twenty four (24) hours a day, seven (7) days a week, Monday through Sunday. The contractor must, at all times, maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work.

Holidays

The contractor is required to provide service on nationally observed Federal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Standards and References

Adherence to the following standards and references are required:

- **Federal Information Security Act of 2002 (FISMA)**;
- **Federal Information Processing Standard**;
- **Special Publications (SP800) Series Guidance**.

In accomplishing the work specified herein, the contractor may uncover situations where referenced or non-referenced industry standards, specifications, and criteria have conflicting guidelines. In such situations, the contractor shall be responsible for recommending to the COR the applicable standards, specifications or criteria and obtaining written approval from the COR before proceeding with performance.

Information System Security

The contractor shall implement sufficient Information system security, to reasonably prevent the compromise of NRC resources for all of the systems that are interconnected with a NRC network. The NRC systems that are operated by contractor and/or vendor equipment used to process or store NRC data must comply with the following requirements and shall assist NRC with the performance of annual compliance reviews.

Information system resources include, but are not limited to, hardware, application software, system software, and information (data). Information system services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

All contractor electronic and information technology resources utilized in the performance of this contract shall be:

- Physically and environmentally secured;
- Configured and maintained in compliance with NRC policy (including all hardware and software patches);
- Fully documented in a system concept of operations and a systems architecture to be provided to the COR.

The contractor shall:

- Maintain Authority to Operate (ATO) throughout the task order performance once it is obtained from the NRC;
- Address and comply with all NIST 800-53 requirements consistent with moderate baseline security controls specified in "References for Creating Documentation to Validate Compliancy," (Attachment 3);
- Correct any deficiencies identified in the evaluation report for the ST&E provided by the Government at the conclusion of the C&A process until a full ATO that confers full certification and accreditation from the COR is obtained;
- Provide both remote and physical access to their facilities and NRC systems on an un-scheduled basis to NRC staff performing system scans and auditing security controls.

For connections involving a public user, the public user shall not be required to provide authentication or encryption and shall be able to log in to the NRC Production Web Site anonymously.

For connections involving a NRC user, contractor servers shall be configured for 128-bit secure sockets layer authentication.

Post-award Orientation (Kickoff) and Periodic Progress Meetings

The contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the CO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

The contractor may be required to meet monthly or at an ad-hoc basis with the COR and CO during the period of performance for this contract. Meetings will be scheduled as needed. The contractor may request meetings whenever a discrepancy exists and no mutual resolution is apparent. The written minutes of these meetings shall be signed by the contractor's manager, CO, and COR. If the contractor does not concur with the minutes, then they shall state any areas of non-concurrence within 5 days of receipt of the signed minutes.

Monthly Status Report Guidance

Task Information
Contract number and task order number
Accounting Control Transaction (ACT) number and reporting period
Client agency and location
Brief task description

Reporting Period Information

- A summary of progress to date and percentage of completion by task area
- Milestones reached or, if missed, and explanation provided
- A narrative review of work accomplished during the reporting period and significant events.
- Any problems, constraints, issues, or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- Description of any travel or unique services provided
- Efforts planned or completed by the next report

References for Creating Documentation to Validate Compliancy

- Draft SP 800-72, Draft NIST Special Publication 800-72, Guidelines on PDA Forensics - see CSRC drafts.
- Draft SP 800-70, Draft NIST Special Publication 800-70, The NIST Security Configuration Checklists Program - see CSRC drafts.
- Draft SP 800-68, Draft NIST Special Publication 800-68, Guidance for Securing Microsoft Windows XP Systems for IT Professionals: A NIST Security Configuration Checklist - see CSRC drafts.
- SP 800-67, Recommendation for the Triple Data Encryption Algorithm (TDEA) Block Cipher, May 2004 Adobe PDF (960 KB).
- Draft SP 800-66, DRAFT Special Publication 800-66: An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule see CSRC drafts.

- Draft SP 800-65, DRAFT Special Publication 800-65: Integrating Security into the Capital Planning and Investment Control Process - see CSRC drafts.
- SP 800-64, Security Considerations in the Information System Development Life Cycle, October 2003 (revised file posted July 7, 2004) Adobe PDF (1,083 KB) Zipped PDF (669 KB).
- SP 800-63, Electronic Authentication Guideline: Recommendations of the National Institute of Standards and Technology, June 2004 (revised file posted September 27, 2004) Adobe PDF (217 KB).
- SP 800-61, Computer Security Incident Handling Guide, January 2004 Adobe PDF (2.71 MB) Zipped PDF (1.6 MB).
- SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, June 2004 Volume I Adobe PDF (444 KB) Volume II: Appendixes Adobe PDF (2,003 KB).
- SP 800-59, Guideline for Identifying an Information System as a National Security System, August 2003 Adobe PDF (95.5 KB) Zipped PDF (72.9 KB).
- Draft SP 800-58, DRAFT Special Publication 800-58 : Security Considerations for Voice Over IP Systems - see CSRC drafts.
- Draft SP 800-57, DRAFT Special Publication 800-57 Recommendation on Key Management see CSRC drafts.
- Draft SP 800-56, DRAFT Special Publication 800-56, Recommendation on Key Establishment Schemes - see CSRC drafts.
- SP 800-55, Security Metrics Guide for Information Technology Systems, July 2003 Adobe PDF (569 KB) Zipped PDF (465 KB).
- Draft SP 800-53, DRAFT NIST Special Publication 800-53, Recommended Security Controls for Federal Information Systems - see CSRC drafts.
- Draft SP 800-52, DRAFT Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations - see CSRC drafts.
- SP 800-51, Use of the Common Vulnerabilities and Exposures (CVE) Vulnerability Naming Scheme, September 2002 Adobe PDF (204 KB) Zipped PDF (177 KB).
- SP 800-50, Building an Information Technology Security Awareness and Training Program, October 2003 Adobe PDF (4,131 KB) Zipped PDF (3,565 KB).
- SP 800-49, Federal S/MIME V3 Client Profile, November 2002 Adobe PDF (151 KB) Zipped PDF (112 KB).
- SP 800-48, Wireless Network Security: 802.11, Bluetooth, and Handheld Devices, November 2002 Adobe PDF (1,027 KB) Zipped PDF (780 KB).
- SP 800-47, Security Guide for Interconnecting Information Technology Systems, September 2002 Adobe PDF (729 KB) Zipped PDF (505 KB).
- SP 800-46, Security for Telecommuting and Broadband Communications, September 2002 Adobe pdf (3,779 KB) Zipped PDF (2,156 KB).
- SP 800-45, Guidelines on Electronic Mail Security, September 2002 Adobe PDF (1,098 KB) Zipped PDF (1,019 KB).
- SP 800-44, Guidelines on Securing Public Web Servers, September 2002 Adobe PDF (2,183 KB) Zipped PDF (2,073 KB).
- SP 800-43, Systems Administration Guidance for Windows 2000 Professional, November 2002 HTML, with security templates.
- SP 800-42, Guideline on Network Security Testing, October 2003 Adobe PDF (1,554 KB) Zipped PDF (1,104 KB).
- SP 800-41, Guidelines on Firewalls and Firewall Policy, January 2002 Adobe PDF (1,180 KB)

- SP 800-40, Procedures for Handling Security Patches, September 2002 Adobe PDF (3,773 KB) Zipped PDF (1,949 KB).
- SP 800-38C, Recommendation for Block Cipher Modes of Operation: the CCM Mode for Authentication and Confidentiality, May 2004 Adobe PDF (104 KB).
- Draft SP 800-38B, Special Publication 800-38B, Recommendation for Block Cipher Modes of Operation: the RMAC Authentication Mode - see CSRC drafts.
- SP 800-38A, Recommendation for Block Cipher Modes of Operation - Methods and Techniques, December 2001 Adobe PDF (225 KB).
- SP 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems, May 2004 Adobe PDF (738 KB).
- SP 800-36, Guide to Selecting Information Security Products, October 2003 Adobe PDF (464 KB) Zipped PDF (339 KB).
- SP 800-35, Guide to Information Technology Security Services, October 2003 Adobe PDF (2,920 KB) Zipped PDF (2,426 KB).
- SP 800-34, Contingency Planning Guide for Information Technology Systems, June 2002 Adobe PDF (1,937 KB) Zipped Adobe PDF (1,164 KB).
- SP 800-33, Underlying Technical Models for Information Technology Security, December 2001 Adobe PDF (453 KB).
- SP 800-32, Introduction to Public Key Technology and the Federal PKI Infrastructure, February 2001 Adobe PDF (256 KB).
- SP 800-31, Intrusion Detection Systems (IDS), November 2001 Adobe PDF (851 KB).
- SP 800-30, Risk Management Guide for Information Technology Systems, July 2002 Adobe PDF (479 KB).
- SP 800-29, A Comparison of the Security Requirements for Cryptographic Modules in FIPS 140-1 and FIPS 140-2, June 2001 Adobe PDF (274 KB).
- SP 800-28, Guidelines on Active Content and Mobile Code, October 2001 Adobe PDF (498 KB)
- SP 800-27 Rev. A, Engineering Principles for Information Technology Security (A Baseline for Achieving Security), Revision A, June 2004 Adobe PDF (291 KB).
- SP 800-26, Security Self-Assessment Guide for Information Technology Systems, November 2001 Adobe PDF (1,522 KB) MS Word .doc (922 KB).
- SP 800-25, Federal Agency Use of Public Key Technology for Digital Signatures and Authentication, October 2000 Adobe PDF (130 KB) MS Word .doc (421 KB).
- SP 800-24, PBX Vulnerability Analysis: Finding Holes in Your PBX Before Someone Else Does, August 2000 Adobe PDF (225 KB).
- SP 800-23, Guideline to Federal Organizations on Security Assurance and Acquisition/Use of Tested/Evaluated Products, August 2000 Adobe PDF - Complete document (837 KB) [Part 1 of 3 PDF (419 KB) Part 2 of 3 PDF (160 KB) Part 3 of 3 PDF (261 KB)] Complete zipped PDF (803 KB).
- SP 800-22, A Statistical Test Suite for Random and Pseudorandom Number Generators for Cryptographic Applications, October 2000 [Revised: May 15, 2001] Adobe PDF (1,422 KB) Errata sheet for originally published version (Adobe PDF).
- SP 800-21, Guideline for Implementing Cryptography in the Federal Government, November 1999 Adobe PDF (612 KB).
- SP 800-20, Modes of Operation Validation System for the Triple Data Encryption Algorithm (TMOVS): Requirements and Procedures, Revised April 2000 Adobe PDF (1,246 KB).
- SP 800-19, Mobile Agent Security, October 1999 Adobe PDF (136 KB).

- SP 800-18, Guide for Developing Security Plans for Information Technology Systems, December 1998 MS Word .doc (540 KB) Adobe PDF (306 KB).
- Letter from CIO Council Security Committee Adobe PDF (31 KB).
- SP 800-17, Modes of Operation Validation System (MOVS): Requirements and Procedures,
  February 1998 Adobe PDF (406 KB).
- SP 800-16, Information Technology Security Training Requirements: A Role- and Performance-
- Based Model (supersedes NIST Spec. Pub. 500-172), April 1998 [Pt. 1 - document: Adobe PDF
  (845 KB), Pt. 2 - Appendix A-D: Adobe PDF (96 KB), Part 3 - Appendix E: Adobe PDF (374
  KB)].
- SP 800-15, Minimum Interoperability Specification for PKI Components (MISPC), Version 1, January 1998 Adobe PDF (278 KB), MS Word .doc (339 KB), Postscript file (886 KB).
- SP 800-14, Generally Accepted Principles and Practices for Securing Information Technology
  Systems, September 1996 Postscript file (480 KB), WordPerfect file (182 KB), Adobe PDF (188
  KB).
- SP 800-13, Telecommunications Security Guidelines for Telecommunications Management Network, October 1995 WordPerfect file (217 KB).
- SP 800-12, An Introduction to Computer Security: The NIST Handbook, October 1995 HTML
  format.
  - Postscript File 1 of 5 (602 KB)
    Postscript File 2 of 5 (3,051 KB)
    Postscript File 3 of 5 (1,345 KB)
    Postscript File 4 of 5 (575 KB)
    Postscript File 5 of 5 (1,247 KB)
    Adobe PDF (1,685 KB)
    Word .doc Ch. 14-20 (313 KB)
    Word .doc extra of document (18 KB)

Acronyms and Abbreviations

The following acronyms and abbreviations are used throughout this document.

Acronym/Abbreviation	Description
ANACI	Access National Agency Check with Inquiries
ASP	Application Service Provider
ATO	Authority to Operate
CO	Contracting Officer
COR	Contracting Officer Representative
COOP	Continuity Of Operations
DAA	Designated Approving Authority
DFS	Division of Facilities and Security, NRC Office of Administration
FAR	Federal Acquisition Regulation
FIPS	Federal Information Processing Standards

FISMA	Federal Information Security Management Act
FTE	Full Time Equivalent
FTP	File Transfer Protocol
SFTP	Secure File Transfer Protocol
GB	Gigabyte
HTML	HyperText Markup Language
HTTP	HyperText Transport Protocol
HTTPS	HyperText Transport Protocol-Secure
IP	Internet Protocol
IT	Information Technology
LBI	Limited Background Investigation
MD	Management Directive (NRC)
NARA	National Archives and Records Administration
NIST	National Institute of Standards and Technology
PDF	Portable Document Format, Adobe Acrobat
PSB/DFS	Personnel Security Branch, Division of Facilities and Security
SFTP	Secure File Transfer Protocol
SITSO	Senior Information Technology Security Officer, NRC
SSL	Secure Sockets Layer
ST&E	System Test and Evaluation
TB	Terabyte
XML	eXtensible Markup Language

ATTACHMENT

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Purchase of Capital Property: *($50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of $50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Version Control Date: May 2, 2013

ATTACHMENT

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

ATTACHMENT

BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL (SAMPLE FORMAT - COVER SHEET)

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/Voucher Information

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)).

c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at http://sam.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

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BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.

i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).

k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".

o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

q. Grand Totals.