

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 134
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2. CONTRACT (Proc. Inst. Ident.) NO. 31310019C0015	3. EFFECTIVE DATE 08/01/2019	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. OCIO-19-0008
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5. ISSUED BY CODE NRCHQ US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001	6. ADMINISTERED BY (If other than Item 5) CODE SCD-C
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) COMPETITIVE INNOVATIONS LLC ATTN MICHAEL KENNEDY 200 N GLEBE RD STE 1025 ARLINGTON VA 222033759	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR CODE NRCHQ NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001	12. PAYMENT WILL BE MADE BY CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (0)	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$2,058,960.32

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	16
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	37	X	J	LIST OF ATTACHMENTS	57
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	3		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print)	19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20A. NAME OF CONTRACTING OFFICER HERIBERTO COLON
	BY _____ (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)
			20B. UNITED STATES OF AMERICA
			20C. DATE SIGNED 07/31/2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
31310019C0015

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NAME OF OFFEROR OR CONTRACTOR
COMPETITIVE INNOVATIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	PUBLIC SITE CONTENT MANAGEMENT SYSTEM SERVICES Accounting Info: 2019-X0200-FEEBASED-10-10D011-10B112-6067-51-J-221-2572-51-J-221-6067 Period of Performance: 08/01/2019 to 07/31/2020 Base Year - Public Content Management System Outsourcing services plus \$5K travel (NTE) Line Item Ceiling: \$547,100.00 Incrementally Funded Amount: \$542,100.00				547,100.00
10001	Option Year One - Public Content Management System Outsourcing services. Amount: \$366,808.32 (Option Line Item) Anticipated Exercise Date 07/31/2020 Period of Performance: 08/01/2020 to 07/31/2021				0.00
20001	Option Year Two - Public Content Management System Outsourcing services. Amount: \$374,148.00 (Option Line Item) Anticipated Exercise Date 07/31/2021 Period of Performance: 08/01/2021 to 07/31/2022				0.00
30001	Option Year Three - Content Management System Outsourcing services. Amount: \$381,636.00 (Option Line Item) Anticipated Exercise Date 07/31/2022 Period of Performance: 08/01/2022 to 07/31/2023				0.00
40001	Option Year Four - Content Management System Outsourcing services. Amount: \$389,268.00 (Option Line Item) Anticipated Exercise Date 07/31/2023 Period of Performance: 08/01/2023 to 07/31/2024 The obligated amount of award: \$542,100.00. The total for this award is shown in box 15G.				0.00

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 CONTRACT TYPE

The contract type is firm-fixed-price (per month), except for travel costs which will be reimbursed in accordance with FAR 31.205-46.

B.2 NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE (AUG 2011) - (FFP)

The total amount of the FFP (*Base Period and Exercised Option(s) only*) under this contract is \$542,100.00 and this amount is fully-funded.

B.3 PRICE/SCHEDULE

Period / CLIN	Description	Monthly Unit Cost \$	Unit	Extended \$
Base Period/Year - CLIN 0001A - 08/01/19 - 01/31/20	Start-up / One Time Activities NRC.gov	60,770.00	6	364,620.00
Base Period/Year - CLIN 0001B - 02/01/20 - 07/31/20	NRC.gov Monthly Production Support	<u>29,580.00</u>	<u>6</u>	<u>177,480.00</u>
Base Period / Year Subtotal			12	\$ 542,100.00
Option Year 1 - CLIN 0002 - 08/01/20 - 07/31/21	NRC.gov Monthly Production Support	30,567.36	12	\$ 366,808.32
Option Year 2 - CLIN 0003 - 08/01/21 - 07/31/22	NRC.gov Monthly Production Support	31,179.00	12	\$ 374,148.00
Option Year 3 - CLIN 0004 - 08/01/22 - 07/31/23	NRC.gov Monthly Production Support	31,803.00	12	\$ 381,636.00
Option Year 4 - CLIN 0005 - 08/01/23 - 07/31/24	NRC.gov Monthly Production Support	32,439.00	12	<u>\$ 389,268.00</u>
			Base + OY 1 -4 FFP:	\$ 2,053,960.32
Travel & Other Direct Cost (Estimated)	Estimated Annual Budget - Actual Billed FTR	\$ 5,000.00	All Periods	\$ 2,058,960.32

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Title of Project

Public Site Content Management System (CMS) services

C.2 Background

The Public Web Site of the U.S. Nuclear Regulatory Commission (NRC) contains approximately 35,000 Web pages and 53,000 files in Adobe Portable Document Format (PDF). All pages are currently in a static form and available at a single Internet domain.

Several years ago, the NRC redesigned the NRC public Web site and re-engineered its business process for publishing content to the site. To support this new process for posting and managing content, the NRC implemented a limited Web Content Management System.

This system required significant manual intervention, and the NRC public Web site has grown and become more complex such that a more automated solution is required to support existing and estimated future demands for Web content services. The CMS project will replace the current limited system to standardize and centralize all activities across the NRC to develop and deliver Web content to the public.

The NRC seeks to implement a hosted solution to Web content management services that supports improved mission support, IT investment management, and consistent and repeatable service delivery in order to save costs across the agency in managing Web content at NRC's public Web site.

C.3 Objective

The objective of this procurement is to obtain a Commercial Off the Shelf (COTS) solution that can host and stage the NRC's production environments and manage the public content Web to increase the efficiency of the agency's public Web services by fully automating the process for approving, posting, reviewing, revising, removing and documenting content for the NRC public Web site, thereby minimizing maintenance costs as the site grows in complexity, and popularity. These hosted environments shall reside outside the NRC infrastructure and shall be the source of content for the NRC public Web site delivered across NRC's contractor-hosted Content Delivery Network (CDN), which is provided under a separate contract. This automation will enable the NRC:

- to establish a corporate process for maintaining public-facing Web site consistency, links, and business logic;
- to quickly pre-stage changes for management review in advance of final publication, make any final changes and complete the publication to the NRC public Web site with little human intervention;

- to automatically alert content authors and reviewers when their content is scheduled for review or expiration;
- to manage system-wide changes to Web page format and Web site structure by access to standard template, workflow, reporting, and searching technologies centrally hosted at a Software as a Service (SaaS), or at least Platform as a Service (PaaS) provider;
- to provide critical updates to internal and external stakeholders, rapidly change Web site formats in the event of a nuclear emergency or drill, and manage the resulting effects of changes across the site;
- to obtain and schedule reports on the state of all system artefacts, including Web content, user responsibilities and tasks, and system performance;
- to ensure all site content complies with requirements of the U.S. Office of Management and Budget (OMB) and the National Archives and Records Administration (NARA) for security, currency, accuracy, referential integrity, historical preservation, and access by alternate viewing technologies; and
- to accomplish all the above objectives through a secure Web interface at anytime from anywhere without a specialized knowledge of HTML or other Web coding languages and without reliance on NRC infrastructure.

C.4 Scope of Work/Tasks

The Contractor shall provide all resources necessary to configure, manage, maintain and operate hosted CMS services for the NRC public Web site

This section summarizes the scope of services to be provided under the contract. Detailed requirements for each of these service categories are provided in Section C.6, "List of Services/Deliverables."

C.4.1 HOSTING ENVIRONMENT FOR SERVICES

The Contractor shall provide both the hosting environments and automated software tools to assist NRC system owners in developing new content for distribution through a CMS to the NRC public Web site.

All hosting services shall be provided from within the boundary of a system authorized for Moderate risk under the Federal Risk and Authorization Management Program (FedRAMP). The solution shall include both a full staging environment and a full production environment for all Web content, functions, and features of the NRC public Web site. The facilities hosting both environments shall be provided by the Contractor either directly or through subcontract with a Software as a Service (SaaS) or Platform as a Service (PaaS) provider. However, the Contractor shall serve as the sole point of contact to resolve all issues, inquiries, and concerns regarding both the CMS and the SAAS / PaaS environments in which it is hosted.

C.4.2 ACCESS TO SERVICES

The Contractor shall provide secure and direct access across the Internet to a leased CMS application that will allow users to publish, maintain, administer, and obtain reports on Web content at the NRC public Web site through a Web interface at anytime from anywhere (without knowledge of HTML or other Web coding languages).

C.4.3 SEARCH SERVICE

The Contractor shall provide a Web-based search function for no more than 5,000,000 files in multiple formats, as described in Section C.6, "List of Services/Deliverables."

There shall be no contractual limit to the number of concurrent user sessions. The search capability shall extend through "spidering" both to the NRC public Web site and to external sites of the NRC's choice. Separate instances of this search service shall be provided for the staging and production environments of the NRC public Web site.

C.4.4 PROJECT MANAGEMENT

The Contractor shall provide project management service for all aspects of the contract, including any subcontracted services, as described in Section C.6, "List of Services/Deliverables." This shall include ensuring the schedules and requirements within the agreed schedule using earned value calculations. This service shall include the responsibility of being the sole point of contact to the NRC in regard to both the prime contract and any subcontracts established by the Contractor under the contract.

C.4.5 CONFIGURATION, IMPLEMENTATION, AND INTEGRATION SERVICES

The Contractor shall provide all services necessary to configure, implement, and integrate the staging and production environments for the contract. The service shall include technical assistance to the NRC throughout the period of performance of the contract.

The Contractor shall convert and migrate all static content from the existing NRC public Web site to the hosting environment for the CMS. In the base year, this content is estimated to include no more than 40,000 Web pages and 60,000 Portable Document Format (PDF) files. In the option years, a twenty percent (20%) increase in content may be expected each year. Static content shall be converted to dynamic page components where necessary to improve management of shared page content by eliminating redundancy. The Contractor shall provide tools and services to convert additional future content as it becomes available.

All public access to Web addresses at the NRC domain name www.nrc.gov (i.e. the NRC public Web site) shall be directed through the NRC's contractor-hosted Content Delivery Network (CDN). The NRC production Web site hosted under the contract shall serve as the authoritative source for the publicly visible NRC public Web site delivered across the CDN except as stated herein. If technically feasible, the CMS shall deliver (or remove as applicable) an as-rendered copy of the Web content found at each persistent Web address to the NRC's contractor-hosted CDN at each publish event of that Web address (**CMS**

push).

In addition, all content at the NRC production Web site shall be available through persistent Web addresses at a single, publicly visible associated domain name for crawling by the NRC's contractor-hosted CDN indexing engine (**CDN pull**). The use of the CDN service as the sole means of public access to the NRC public Web site enables the bandwidth required of the CMS to be substantially less than the full volume of public traffic processed by the NRC public Web site.

All Web content stored in the CMS database or any resulting Web site or passed between the CMS user and the NRC shall be in the public domain and shall be neither safeguards, sensitive, nor classified. No information kept at the Contractor's facility shall be stored or retrieved in a manner subject to the *Privacy Act*.

C.4.6 TRAINING

The Contractor shall provide formal training by WebEx, Skype or other hosted live, interactive format compatible with NRC's infrastructure and archived for reuse in a publicly available Web-hosted video collection. The NRC will provide computers and facilities to host students who attend this training. The Contractor shall provide all training materials in electronic form for such training in advance of the first scheduled training session. The Contractor shall periodically revise the training as improvements and changes are made to the Commercial-Off-The-Shelf (COTS) CMS application.

C.4.7 DOCUMENTATION

The Contractor (or the CMS as specified elsewhere herein) shall provide documentation to address all aspects of the functional, security, and project management requirements associated with this effort. This documentation shall be made available to the NRC in accordance with the delivery schedule in Section C.6.1, "Schedule of Services." The Contractor shall periodically revise the documentation as improvements and changes are made to the COTS CMS application.

C.4.8 EXCLUDED SERVICES

CMS shall not include any of the following:

- The capability to dynamically retrieve or host content from the NRC's ADAMS document management system, which is hosted separately from the CMS.
- The capability to host and secure data that was not previously cleared for public availability.
- Assurance of network connectivity outside the physical control of the Contractor or its subcontractor(s). However, the Contractor shall make its best effort in good faith to monitor and work with other NRC network providers (such as NRC's contractor-hosted CDN) and outside telecommunications firms and governmental sponsors

- responsible for Internet traffic routing to resolve any connectivity issues outside its control as quickly as practicable to ensure all performance criteria herein are met.
- The capability to host or dynamically retrieve data from outside applications such as the NRC’s ADAMS document management system, the NRC Public Meeting Notice System (PMNS) or other future public-facing NRC applications hosted outside the CMS platform.
 - This limitation shall not apply to the passing of tokens between the CMS and the NRC’s designated Lightweight Directory Access Protocol (LDAP) solution solely to authenticate privileged users.
 - This limitation shall not preclude the ability of client-side code hosted in the CMS and rendered in the NRC public Web site user’s client software (e.g. Web browser) to interact with any outside Web source approved by the NRC, so long as no data from such client-side transactions is processed by or stored in the CMS.
 - The NRC does not anticipate that there will be software developed exclusively for this contract. However, if customized software is necessary, it shall not **modify the Kentico code base nor effect the periodic updates or “hotfixes”**. **Any customized software shall not branch the code, but simply add any modifications as “modules” which can be removed or altered without effecting the system. Any customized software shall be consistent with Kentico CMS best practices and recommendations for implementation.**
 - The Contractor shall provide the NRC and its public Web site users access to all future security patches, feature patches and updates of the CMS as they are made available to the Contractor’s other customers of the same services, enterprise-wide.

C.4.9 SECURITY REQUIREMENTS

NOTE: See **[MD 12.5 – NRC Cybersecurity Program](#)** for a complete discussion of the Agency’s Cybersecurity requirements. A copy is available at <https://www.nrc.gov/docs/ML1727/ML17278B085.pdf>.

C.5 Reporting Requirements

REQUIREMENT: DRAFT AND FINAL SUBMISSION

SEE NRC.gov CI Kentico on Azure Technical Volume 05312019 (ATTACHMENT NO. 6)

REVIEW AND APPROVAL OF REPORTS

REPORTING REQUIREMENTS

SEE SERVICE LEVEL AGREEMENT (ATTACHMENT NO. 4).

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 review and approval by the NRC COR 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 COR for release, display, dissemination, or publication. The Contractor agrees to conspicuously place any disclaimers, markings or notices directed by the NRC COR 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.

CORRECTIVE ACTIONS AND PENALTIES FOR DEVIATIONS FROM PERFORMANCE CRITERIA

SEE Service Level Agreement (Attachment 4).

RIGHT TO WAIVE PENALTIES AND COSTS

The NRC reserves the right, solely at its discretion, to waive any assessed penalties or corrective action costs at any time.

RIGHT TO PRIORITIZE AND SCHEDULE CORRECTIVE ACTIONS

The NRC reserves the right to determine the priority and schedule under which no-cost corrective actions are taken, subject to technical limitations outside the control of the Contractor or outside the scope of this contract.

DEFINITION OF NO-COST CORRECTIVE ACTION

A no-cost corrective action is an activity undertaken by the Contractor, upon formal approval by the NRC, to restore performance to a pre-failure level. The action taken shall be declared successful (in calculating any future penalties) only if performance is verified to be at the pre-failure level for the next reporting period. The resources (and cost) needed to perform, document, and confirm the success of a no-cost corrective action shall be borne entirely by the Contractor.

DEFINITION AND SCOPE OF PENALTIES FOR PERFORMANCE FAILURE

The five percent (5%) penalty for each failure to meet a single performance criterion for two successive months is cumulative; for example, a failure to meet two criteria

concurrently for two successive months would result in a twenty percent (20%) penalty (5% per month per criterion). However, the total accumulated penalties for all deviations during a contract year shall not exceed twenty-five percent (25%) of the total annual cost of the contract during the contract year in which the failures occur.

Any penalties assessed during one contract year shall have no bearing on the calculation of penalties assessed in the next contract year. If a failure that began in one year continues without break into the next contract year, the penalty for this sustained failure across contract years shall be assessed from the contract costs billed for the first year in which the failure was identified. Thus, the penalty assessed for a failure that began in a previous contract year shall not be included in the calculation of the 25% maximum penalty for the year in which the failure is corrected.

LIMITATION OF LIABILITY: In the event of a failure to meet a performance criterion (SEE C.6.3 PERFORMANCE REQUIREMENTS SUMMARY), that is both repeatable and demonstrable, only the pro-rata portion of the SaaS delivered and invoiced in a given month ("Monthly SaaS") that correlates to the four major Contract areas (outlined below) and the pro-rata percentage share in the corresponding table, are subject to the (5%) performance penalty. All bundled value-added services that are not aligned to that current months SaaS service delivery are excluded.

C.5.1 Monthly Letter Status Report (MLSR)

The Contractor shall provide a Monthly Letter Status Report which consists of a technical progress report and financial status report. This report will be used by the government to assess the adequacy of the resources proposed by the Contractor to accomplish the work contained in this statement of work and provide status of Contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary or equivalent.

See "Service 7: Provide Project Documentation" in Section C.6.2, "Description of Services," for additional documentation requirements.

C.6 List of Services

This section comprises two subsections: a schedule of services (chronological summary) and a description of services (detailed requirements).

C.6.1 Schedule of Services

SEE Service Level Agreement (ATTACHMENT NO. 4) and NRC.gov CI KENTICO on Azure Technical Volume 05312019 (ATTACHMENT NO. 6).

*The Contractor shall repeat the services in Sprints 13-19 each contract year.

The services and deliverables provided for the pre-production site (Task 1) shall form the basis for completing the full production site in Task 3. In addition, the lessons learned

during Task 1 shall be documented in a Lessons Learned Report and shall be incorporated into the training course and associated training documentation provided in Task 2.

TASK 1: START TO PRODUCTION READY / DIGITAL MODERNIZATION

BACKGROUND

As documented and agreed in the Service Level Agreement (ATTACHMENT NO. 4) and “NRC.gov CI KENTICO on Azure Technical Volume 05312019” (ATTACHMENT NO. 6), the contractor shall:

1. Utilize the Agile Method and a series of Sprints as the basis of program operations and delivery
2. Establish / Implement the Pre-Production Environments for the SaaS/PaaS (Sprint 0 – License and Infrastructure)
3. Delivery the Discovery, Planning, Design and Architecture sprints as proposed (Sprint 0 – 1) including confirmation of the project management plan, schedule and sprint details. The contractor shall also work with NRC to confirm and finalize the Fed Ramp and ATO start-up and production activities during these Sprints.
4. Accomplish through a series of Infrastructure, Base, Functional Agile Sprints the modernization and upgrade of the underlying foundation and infrastructure of NRC.gov (Sprint 2 – 6)
5. Migrate and stage content for eventual deployment through a series of sprints that include content migration, testing and deployment. At this point the proposed SaaS / PaaS environment will be live (available to NRC and the contractor) in a pre-production SaaS/PaaS environment. (Sprint 0 – 10)
6. Manage the NRC Authority to Operate (ATO) necessary to obtain the initial ATO and then maintain (in future tasks) it on an on-going basis
7. Perform all program activities in in full compliance with all applicable laws, regulations and requirements (i.e. FISMA, 508 etc.)

OBJECTIVES

The Contractor shall modernize and make its SaaS/PaaS to a point where it is ready and authorized to be deployed into production.

SCOPE OF WORK

The scope of this work includes Sprint 7-10 and related FISMA/ATO pre-production activities described in Attachment # 6

SPECIFIC SERVICES AND REQUIREMENTS

To implement the pre-production site, the Contractor shall provide each of the following services for the Pre-Production/Staging (S) and Production (P) CMS environments:

Table 2. Production Services to be completed in Task 1		
Description	Hosted Environments	Service Numbers*
Provide project management for all technical aspects of the pre-production implementation	S	4
Setup and configure hosting environment for the CMS Development and Pre-production environments	S	1, 2, 5.2
Configure CMS workflow features	S	5.2
Prepare page templates	S	2.4, 2.8, 5.4
Migrate content from the existing NRC public Web site	S	5.3
Configure site search and associated Web interfaces for the CMS Staging environment	S	3, 5.5
Configure site reports	S	2.14
Perform systems test of all CMS processes, features, components, connections, and content in the pre-production site	S	5.6
Provide project documentation and lessons learned report	S	5.7

*See Section C.6.2, "Description of Services," for a detailed list of services and associated requirements.

TASK 2: PROVIDE USER TRAINING

BACKGROUND

The ability of NRC users to successfully perform their Web publishing tasks is essential to the successful completion of this effort. User documentation, training, and orientation are vital to NRC users accepting the CMS into their publishing process. This task encompasses all aspects of the training component of the project.

OBJECTIVES

The Contractor shall provide training documentation and training sessions to enable CMS users to successfully complete their Web publishing tasks using CMS tools and capabilities.

SCOPE OF WORK

Training documentation and training sessions shall encompass all aspects of each user's interaction with the CMS. See Section 7.6.1, "Requirement: Training Scope."

SPECIFIC SERVICES AND REQUIREMENTS

Service: Provide project management for all technical aspects of the training course

See "Service 4: Provide Project Management" in Section C.6.2, "Description of Services," for detailed requirements and performance criteria.

Deliverable: Training course manual

All project documentation shall conform to the standards in Section C.5, "Reporting Requirements."

Service: Provide virtual training course

See "Service 6: Provide Training" in Section C.6.2, "Description of Services," for detailed training requirements and performance criteria.

Task 2 is subject to the limitations, requirements and details documented in the SLA (Attachment 4) and Technical Volume (Attachment 6).

TASK 3: IMPLEMENT THE FULL PRODUCTION SITE

BACKGROUND

The NRC full production site shall include all aspects of both the CMS Staging environment and the NRC Production Web site environment. The site shall build on the successes and lessons learned from the implementation of the pre-production site. The site shall reside at the Contractor-provided hosting facility and publish content to the NRC's contractor CDN-hosted NRC public Web site.

OBJECTIVES

The Contractor shall implement the NRC full production site to enable the NRC to publish and maintain content at the NRC public Web site.

SCOPE OF WORK

The Contractor shall provide each of the following services for both the CMS staging and CMS production environments. The Contractor shall provide additional instances of each service upon request by the NRC. Task 3 corresponds to Sprint 11 Deployment in Attachment # 6.

SPECIFIC SERVICES AND REQUIREMENTS

To implement the production site, the Contractor shall provide each of the following services separately for the Pre-Production/Staging (S) and Production (P) CMS environments:

Table 3. Production Site Services to be completed in Task 3		
Description	Hosted Environments	Service Numbers*
Provide project management for all technical aspects of the production implementation	S, P	4
Setup and configure hosting environment for the CMS Staging Site	S, P	1, 2, 5.2
Configure CMS workflow features	S, P	5.2
Prepare page templates	S, P	2.4, 2.8, 5.4
Migrate content from the existing NRC public Web site	S, P	5.3
Configure site search and associated Web interfaces for the CMS Staging environment	S, P	3, 5.5
Configure site reports	S, P	2.14
Perform systems test of all CMS processes, features, components, connections, and content in the production site	S, P	5.6
Provide project documentation and lessons learned report	S, P	5.7

*See Section C.6.2, "Description of Services," for a detailed list of services and associated requirements.

TASK 4: PROMOTE THE PRODUCTION SITE TO OPERATIONAL STATUS

COMPLETION DATE

Sprint 11 – Deployment (Estimated as week 35 after Start in Attachment 6)

BACKGROUND

Upon successfully completing all services and requirements stated in Tasks 11.1, 11.2, and 11.3, above, the Contractor shall assist the NRC in promoting the NRC Production Web site to operational status. This task completes the implementation phase of the effort.

OBJECTIVES

The Contractor shall ensure the NRC Production Web site is visible at a secure, fixed IP address and associated domain name for access by crawling technologies used by the NRC's contractor CDN-hosted NRC public Web site.

SCOPE OF WORK

The provision of a fixed IP address and associated domain name shall be limited to the NRC Production Web site.

*SPECIFIC SERVICES AND REQUIREMENTS***Service: Provide project management for all technical aspects of the promotion to operational status**

See "Service 4: Provide Project Management" in Section C.6.2, "Description of Services," for detailed requirements and performance criteria.

Service: Limit production site access to NRC's contractor-hosted CDN**Service: Coordinate with NRC COR to assign the NRC Production Web site as the NRC's Contractor CDN origin server****TASK 5: PROVIDE REVISED PROJECT DOCUMENTATION AND LESSONS LEARNED REPORT***COMPLETION DATE*

Contract award + on-going documentation with each sprint proposed (Attachment 6).

BACKGROUND

Upon completing the implementation phase of the effort, the Contractor shall provide revised copies of all project documentation reflecting any changes to the system made during the implementation period.

OBJECTIVES

To maintain current and accurate project documentation and to document any issues or lessons for reference in future tasks on the project.

SCOPE OF WORK

All system documents shall be reviewed and revised as needed to reflect changes made during the implementation phase of the contract.

SPECIFIC SERVICES AND REQUIREMENTS

Service: Provide project management for the revision of project documentation and the Lessons Learned Report

See "Service 4: Provide Project Management" in Section C.6.2, "Description of Services," for detailed requirements and performance criteria.

Deliverable: Revised Project Documentation

See "Service 7: Provide Project Documentation" in Section C.6.2, "Description of Services," for a list of required project documents. All project documentation shall conform to the standards in Section C.5, "Reporting Requirements."

Deliverable: Revised Lessons Learned Report

All project documentation shall conform to the standards in Section C.5, "Reporting Requirements."

TASK 6: PERFORM PERIODIC MAINTENANCE TASKS

COMPLETION DATE

Task 4 completion + 12 months, annually thereafter.

BACKGROUND

Upon completing the implementation phase of the contract and throughout the remainder of the period of performance, including any option years exercised at the discretion of the NRC, the Contractor shall complete several periodic maintenance tasks to maintain the CMS and associated project documentation in accordance with the requirements stated herein.

OBJECTIVES

To maintain the CMS and associated project documentation in accordance with the requirements stated herein.

SCOPE OF WORK

As described in Attachment 6, the contractor through a series of post-production sprints that provide ongoing operations, maintenance and support that includes continuous improvement of the SaaS/PaaS environment. This task applies to all aspects of the hardware, software, associated network infrastructure, updates and upgrades to functionality and project documentation associated with the CMS Staging site environment and the NRC Production Web site environment. The contractor is responsible for ensuring that the SaaS/PaaS environment is configured in a manner that meets all technical, functional and security requirements on an on-going basis. (Refer to Attachments 4 and 6)

SPECIFIC SERVICES AND REQUIREMENTS

Service: Provide project management for period maintenance tasks

See "Service 4: Provide Project Management" in Section C.6.2, "Description of Services," for detailed requirements and performance criteria.

Service: Maintain all software and hardware patches and upgrades

Service: Periodically backup all system data, Web content, logs, and reports

Service: Manage access to production site by NRC's contractor-hosted CDN

Service: Provide annual revision to project documentation and lessons learned report

See "Service 7: Provide Project Documentation" in Section C.6.2, "Description of Services," for a list of required project documents. All project documentation shall conform to the standards in Section C.5, "Reporting Requirements."

C.6.2 DESCRIPTION OF SERVICES

This section is a compendium of services, associated requirements and performance criteria. They are numbered and organized topically and are also summarized in Section C.6.3. Narrative descriptions are included where needed. These services form the core of this project.

SERVICE 1: PROVIDE HOSTING SERVICES FOR THE CMS STAGING AND PRODUCTION ENVIRONMENTS

The Contractor shall provide hosting services for both the CMS staging and production environments. This shall include all associated hardware, software, and network connectivity necessary to fulfil the functional requirements specified throughout this section.

REQUIREMENT: MODERATE RISK AUTHORIZATION UNDER THE FEDERAL RISK AND AUTHORIZATION MANAGEMENT PROGRAM (FEDRAMP)

The Contractor shall provide facilities for hosting the CMS staging and production environments, and a search capability at each site within a system authorized for Moderate risk under the Federal Risk and Authorization Management Program (FedRAMP) throughout the term of this contract. All requisite continuous monitoring, reporting, and mitigation tasks shall be accomplished to maintain this authorization.

Performance Criterion 1.1: The hosting facilities and supporting hardware and software shall be maintained under a FedRAMP authorization for a system of Moderate risk.

REQUIREMENT: AVAILABILITY OF THE CMS STAGING AND PRODUCTION ENVIRONMENTS

The Contractor shall make every reasonable effort to ensure that no lapse in service occurs because of hardware or software failures at the hosting facilities. The Contractor shall document in the Concept of Operations all measures taken to ensure such lapses are minimized or mitigated.

Performance Criterion 1.2: The CMS Staging and Production Environments shall be available to NRC users 99.95% of the time 24 hours per day, 365 days per year, excluding planned outages. See Section C.7.3, "System Availability and Planned Outages," for information on calculating system availability and outage time.

REQUIREMENT: RESPONSE TIME OF THE CMS STAGING AND PRODUCTION ENVIRONMENTS

The CMS Staging and Production environments shall support the timely display of Web interfaces to privileged users and the timely delivery of Web content to the NRC's contractor-hosted CDN.

Performance Criterion 1.3: The CMS shall respond to CMS user requests within 6 seconds of receipt.

Performance Criterion 1.4: The CMS Staging and Production environments shall support the timely display of Web interfaces to privileged users and the timely exchange of content with the NRC's contractor-hosted CDN in a manner consistent with NRC security requirements at a rate of at least 10 MB per second (burstable) and supporting at least 5 million-page requests (1 TB of volume) per month for each of the above two environments.

REQUIREMENT: SCHEDULED BACKUP OF ALL CMS CONTENT AND RELATED RECORDS AND LOGS

All services described in this requirement shall be provided for Web content and related records and logs maintained and generated by the CMS Staging and Production environments.

All site content shall be fully backed up electronically once each week, with incremental backups performed each day between weekly backups.

All site content shall remain the property of the NRC throughout the term of the contract.

The Contractor shall return this content, including all page templates, to the NRC on demand or when the contract is terminated for any reason. The Contractor shall make every reasonable effort to ensure the transfer occurs in a timely manner to avoid a lapse in service of the CMS Staging and Production environments. The content shall be provided to the NRC COR in its current file format at the NRC Production Web site (HTML, PDF, etc.) by means negotiated with the NRC in advance of the time of transfer. The Contractor

shall also provide any internally stored CMS records by means negotiated with the NRC in advance of the time of transfer, along with a full description of the data types and relationships among fields and tables within the database.

Performance Criterion 1.5: All content backed up shall be verified 100% accurate and current.

REQUIREMENT: BUSINESS CONTINUITY FOR HOSTING ENVIRONMENTS

The project management plan shall include reasonable steps to affect the transfer, configuration, testing, and certification of all applications, system data, and resulting site content to another hosting vendor. The Contractor shall make every reasonable effort to notify the NRC COR at least 30 days in advance if such a transfer becomes necessary.

The Contractor shall serve as the sole point of contact to resolve all issues, inquiries, and concerns regarding both the CMS and the environment in which they are hosted.

The Contractor shall ensure integrity controls protect data from accidental or malicious alteration or destruction.

The Contractor shall provide documented procedures to facilitate the implementation of the system and information integrity policy and associated system and information integrity control.

Performance Criterion 1.6: The Contractor shall ensure that no data is destroyed or altered. This requirement shall not extend to alterations made for any reason by users authorized and authenticated to use the system by the NRC.

SERVICE 2: PROVIDE WEB CONTENT MANAGEMENT SERVICES

REQUIREMENT: SIMULTANEOUS USERS

Performance Criterion 2.1: The CMS shall support 100 simultaneous users with response time not to exceed 3 seconds for user interactions not involving file transfers. The user interfaces for authoring, editing, and Web site administration shall present the appropriate screen within 6 seconds with 100 concurrent users.

REQUIREMENT: ACCESS SECURITY

Both public and privileged access to the CMS shall be limited to 128-bit encrypted Secure Sockets Layer (SSL) connections. All connections shall require HTTP Strict Transport Security (HSTS) authentication. Privileged users shall be authenticated through tokens passed from NRC's approved LDAP provider. CMS application-specific role-based privileges for privileged users shall be managed by means of a customer-administered Web interface the CMS. The CMS vendor shall provide all necessary support to maintain such roles upon request from the NRC.

REQUIREMENT: ACCESS METHOD

Access to the CMS shall be limited to SSL-compliant Web browser for content contributors, reviewers and other non-administrative users, as well as for anonymous connections from the NRC's CDN partner.

Access to the CMS shall be limited to SSL-compliant Web browsers, SSH, and SFTP for administrators.

All functions performed by CMS users shall be conducted through a secure Web interface or by e-mail. All functions performed by the site search administrator shall be conducted through a secure Web interface. The secure Web interface shall be fully compliant with the latest versions of Microsoft Edge, Chrome, and Netscape Web browsers.

REQUIREMENT: TEMPLATE CREATION

The CMS shall enable template designers to create, revise, and upload templates in ASCII format using Kentico or similar Web page design tool that supports standards-based HTML and secure file transfer protocol (FTP).

The CMS shall provide template designers with an online facility to create templates through a browser-based interface.

Template designers shall be able to create and revise templates using Kentico or a browser-based interface.

REQUIREMENT: USER DEVICE COMPATIBILITY

The CMS Staging and Production environments shall deliver both privileged user interfaces and published Web content in a manner that scales to devices of all form factors. This includes but is not limited to all menus, navigational features, dynamic page components, graphics, multimedia and text features.

Performance Criterion 2.2: The CMS shall support the delivery of both privileged user interfaces and published Web content in a manner that scales to multiple output formats based on identifying the user's viewing technology (e.g. full graphical display, limited Wireless Application Protocol (WAP) display, text-only, etc.) and through the implementation of responsive design principles. All presentation formats shall comply with Section 508 of the Workforce Rehabilitation Act, as amended. All Web content (100%) shall comply with this standard except as exempted by the NRC.

REQUIREMENT: STATIC WEB ADDRESSES

All content delivered through the CMS Production environment shall be available at static (rather than dynamic) Web addresses such that it may be discovered by external search engines and by NARA-compliant Web harvesting technologies. This does not preclude the use of file formats at the NRC Production Web site other than HTML (such as Adobe Acrobat Portable Document Format (PDF)) as required to meet NRC business objectives.

Performance Criterion 2.3: The CMS shall support the delivery of all content at static Web addresses in the CMS Production environment and without the need for require persistent cookies to be stored on the computer of any user of the site.

REQUIREMENT: NRC BRANDING

Performance Criterion 2.4: All content delivered through the CMS Production environment shall be branded as NRC content, with no reference (copyright or otherwise) to the CMS vendor or other commercial enterprise except as required by the NRC.

REQUIREMENT: TEMPLATE-BASED WEB PAGE CREATION

The CMS shall enable users to create new Web pages from online templates.

Performance Criterion 2.5: All pages shall be managed through templates except as exempted by the NRC COR.

REQUIREMENT: PAGE AND HYPERLINK MANAGEMENT

To manage the accuracy and consistency of Web pages and hyperlinks contained therein, the CMS shall:

- enable users with proper permission to make site-wide changes to Web pages by making changes to the templates to which those Web pages are linked;
- maintain dynamic HTML hyperlinks among pages at the NRC Production Web site when linked pages are changed, renamed, or removed from the site;
- dynamically maintain all hyperlinks between Web content artefacts maintained within the system. Whenever changes to one artefact affect links from other artefacts, the links in the other artefacts shall be updated automatically;
- maintain dynamic HTML hyperlinks among pages at the NRC Production Web site when linked pages are changed, renamed, or removed from the site;
- enable the NRC to add, modify, and delete sections of the NRC Production Web site through automated means through a Web-based interface; and
- dynamically manage changes to the production Web site at frequencies defined by NRC business requirements.

If content Item A contains a link to content Item B, and the address of B changes, the CMS shall automatically change the link in A to the correct address.

If content Item A contains a link to content Item B, and B is deleted, the CMS shall automatically detect this, and send an e-mail alert to the NRC system administrator (or designee(s)) and to the content author that the link has been broken. Handling this link shall also appear on their to-do list when they log in to the CMS system.

Performance Criterion 2.6: All (100%) of all CMS-maintained links to other CMS-

maintained content shall remain accurate when the linked Web content is moved or renamed within the CMS.

Performance Criterion 2.7: The CMS shall update dynamically all (100%) CMS-maintained links to other CMS-maintained content within 6 seconds of request.

REQUIREMENT: UPDATE NOTIFICATION

The CMS shall inform content authors by e-mail when content they own is scheduled for review, or when manual links in their content have been rendered obsolete.

Performance Criterion 2.8: The CMS shall notify the owner of a Web page by e-mail or workflow indicator (as defined by NRC business rules) when a static link on the owner's page becomes invalid. This notification shall be issued within 10 minutes of the completion of a link verification scan by the system (whether the scan is initiated manually or at a frequency defined by the NRC CMS administrator).

REQUIREMENT: REVISION CONTROL

The CMS shall provide revision control of all artefacts of the publication process for Web content. Artefacts include all instances of each of the following: Web pages, static and dynamic components of Web pages, Web page templates, reviewer notes and comments, user profiles, workflow definitions, and all system logs.

The CMS shall maintain versions of all content items.

The CMS shall allow rollback to a previous version of the site or of a single content item.

The CMS shall ensure that other users can view content checked out by another content author or editor but cannot edit it.

All revisions of all artefacts of the publication process shall be fully accessible to online users. The number of versions stored in the system shall be set in accordance with NRC business processes.

REQUIREMENT: AUTOMATIC ROLE-BASED E-MAIL AND WORKFLOW NOTIFICATION OF USERS

The CMS workflow component shall notify the person assigned to review a page when that page is scheduled for review based on age or changes in page-dependent links.

Performance Criterion 2.9: [deleted]

REQUIREMENT: WORKFLOW CHECKOUT

The CMS shall enable a user with proper permission to check out and edit a file and check it back in through the workflow.

REQUIREMENT: ONLINE LOGS AND REPORTS

The CMS shall enable an authorized user to generate and view site-wide reports of all CMS artefacts through a Web browser interface. After a report instance has been created and scheduled, the CMS shall gather and present all data to the user without additional user intervention.

All CMS reports shall be available at an ad hoc basis for viewing in a Web browser or as scheduled events that result in a report being e-mailed to a designated group of recipients. All reports shall be fully configurable by the NRC system administrator or other designated user through a Web interface.

The CMS shall provide reports on all types of artefacts created within the CMS, the CMS workflow component, the search function, or the production Web site, or tracked thereby. Report topics shall include as a minimum the following types of artefacts:

- Last Published Pages
- Last Logins
- Most Active Users
- Least Active Users
- Login Alerts (patterns of anomalies, such as when different browsers are attempting to login)
- Locked Assets
- Assets Near Publish (pending)
- Oldest Pages
- Last Modified
- Modified, But Unpublished
- Queued Assets
- Never Logged In
- New Assets
- Recent Tasks
- Workflow Reports (including asset revision history)
- SFTP and other Connectivity Errors
- Templates (how many, type, and usage by assets)
- Publish Queue (assets awaiting publication)

- Asset Publication Speed
- System Summary (overview of storage, number of pages managed, users, and other statistics)
- System Audit (record of all user interactions with the CMS interface, including time of login, all activity, and time of log out)

Performance Criterion 2.10: The CMS shall display Web site reports in real-time at the request of CMS users. A requested report shall appear within 30 seconds of request by a CMS user through the CMS administrative Web-based interface.

Performance Criterion 2.11: The CMS shall e-mail a requested Web Site report within 1 hour of the ad hoc or scheduled request for the report.

REQUIREMENT: SCALABILITY

The CMS shall enable the NRC to add components to the site limited only by the contractual limits specified herein. The Contractor shall provide fixed-price options to increase capacity to all aspects of the CMS environment, including the CMS software, the search function, the Staging NRC Production Web site, and the NRC Production Web site, along with any supporting server hardware and connectivity.

The CMS shall enable multiple sites to be managed from a single repository of data.

SPECIFIC USER INTERFACE REQUIREMENTS

See Attachment 2, "CMS User Interface Requirements."

SERVICE 3: PROVIDE SITE SEARCH CAPABILITY

SEE SERVICE LEVEL AGREEMENT (ATTACHMENT NO.4).

The site search capability shall include the ability to index no less than 5,000,000 documents in HTML, XML, Adobe Portable Document Format (PDF), Microsoft Word, Microsoft PowerPoint, and Microsoft Excel formats. The Contractor shall provide fixed-price options to increase capacity of all aspects of the search function, along with any supporting server hardware and connectivity.

The site search shall have the capability to "crawl" external Web sites to add content to an existing search collection.

The NRC system administrator shall have access through a secure Web interface to create, schedule, configure, modify, and delete search collections; and to configure and schedule search index updates.

The HTML search results page for each collection shall be implemented through page templates configurable by the NRC system administrator through a Web interface.

Each site search collection shall be addressable through a standard HTML <form> tag to render one or more pages of linked search results.

The site search shall enable the end user to refine search results in “multiple passes” by maintaining state.

All administrative and user search functions, including search query syntax and all externally available variables and parameters, shall be fully documented in online help.

Performance Criterion 3.1: There shall be no contractual limit to the number of search requests made or to the number of site users who are permitted connect to the site, whether simultaneously or serially, to perform searches.

Performance Criterion 3.2: Each instance of the site search function shall index content at a rate of at least 1 GB of content each 30 minutes for no more than 5,000,000 documents.

Performance Criterion 3.3: Each instance of the site search function shall respond to each HTTP request for search results by displaying a search results page within 5 seconds of request by an NRC user.

Performance Criterion 3.4: The results page displayed by each instance of the site search function shall contain no invalid links. This requirement excludes Web content added, modified, or removed after the start of the previous index session for the search collection being searched.

Performance Criterion 3.5: At the completion of the Implementation phase, the Web Site search collections in each instance of the site search function shall be configured to match or exceed the functionality and format of the site search collections of the current NRC Production Web site structure except as modified with the approval of the NRC COR.

SERVICE 4: PROVIDE PROJECT MANAGEMENT

The Contractor project manager shall be available during government business hours throughout the period of performance. The Contractor shall provide backup project management support should the primary Contractor project manager be unavailable for any reason during government business hours throughout the period of performance.

Performance Criterion 4.1: SEE NRC.gov CI Kentico on Azure Tech Volume 05312019 (ATTCHMENT NO. 6).

SERVICE 5: PROVIDE CONFIGURATION, IMPLEMENTATION, AND INTEGRATION SERVICES

SERVICE 5.1: CONFIGURE CMS HOSTING ENVIRONMENTS AND ARCHITECTURE

The Contractor shall prepare the CMS staging and the production environments and any needed hardware and software for optimum performance, stability, scalability and security.

SERVICE 5.2: CONFIGURE CMS WORKFLOW FEATURES

The Contractor shall:

- provide online page templates for creating Web pages for the NRC Web site as defined by NRC business needs;
- configure CMS accounts for up to 100 NRC users; and
- configure workflow instances as defined by NRC business needs.

SERVICE 5.3: MIGRATE CONTENT FROM EXISTING ENVIRONMENT TO NEW HOSTED ENVIRONMENT

The Contractor shall perform the following tasks:

- index metadata from current site to include as a minimum the HTML page title and uniform resource locator (URL) for each page indexed;
- import indexed metadata to the NRC Staging Web site;
- provide tools to assist in future metadata indices; and
- migrate all content from the existing NRC Production Web site to the CMS staging environment; examples of means to achieve the content importation task include (but are not limited to) the following:
 - providing content templates to receive content from the current NRC Production Web site;
 - providing batch processes and other automation to populate the CMS from static HTML source files at the current NRC Production Web site;
 - operating the batch processes and automated tools to import well-formed content from the current NRC Production Web site in close coordination with the NRC;
 - analysing the content at the current NRC Production Web site to account for areas that do not conform to the strict architecture required for content to be imported by automation; and
 - proposing and implementing strategies to import nonconforming content from the current NRC Production Web site.

Performance Criterion 5.3.1: The migrated content shall match the format and structure of the source content except as modified with the approval of the NRC COR.

Performance Criterion 5.3.2: The metadata index shall include the HTML page title, date, key words, and uniform resource locator for all HTML files publicly available at <https://www.nrc.gov>.

Performance Criterion 5.3.3: At the completion of the Implementation phase, the NRC Staging Web site structure and the NRC Production Web site structure shall match the current NRC Production Web site structure except as modified with the approval of the NRC COR.

SERVICE 5.4: CONFIGURE SITE SEARCH

The Contractor shall configure search collections and related public Web interfaces for all content areas searched at the current NRC public Web site. The production search capability shall match all aspects of the capability provided in the CMS Staging environment and the production Web site.

SERVICE 5.5: MAINTAIN ALL CMS AND SEARCH ENVIRONMENTS

The Contractor shall maintain all CMS environments and associated search instances in functional condition to meet the performance criteria specified throughout the contract performance work statement.

SERVICE 5.6: PERFORM SYSTEM TESTING

The Contractor shall test all functional, technical and security aspects and features of the CMS in each environment (staging and production), including but not limited to connectivity, content management and delivery, NRC user portal authentication and access, logging, reporting, failover and backup processes. The Contractor shall prepare a test plan before the CMS deployment, complete the testing according to that plan and document the results and remediation strategies resulting from the tests.

SERVICE 5.7: DOCUMENT ALL CONFIGURATION, IMPLEMENTATION, AND INTEGRATION SERVICES AND ANY CHANGES THERETO

The Contractor shall provide documentation on all aspects of the search tool. Documentation shall conform to the standards in the Section C.5, "Reporting Requirements."

SERVICE 6: PROVIDE TRAINING

The Contractor shall offer training for business users and system administrators.

The Contractor shall provide 32 hours of instruction to NRC staff and contractors at the dates specified in the project management plan.

The NRC will furnish all NRC participants in the virtual class with networked personal computers with access to the Internet.

The training shall cover all aspects of the CMS user's interaction with the system. CMS users shall include, but not necessarily be limited to, system administrators, site managers, workflow administrators, search administrators, content contributors, content reviewers, and template designers. Topics shall include, but not be limited to, technical and administrative aspects of the CMS and site search function, including but not limited to the following:

- User administration
- Workflow use and administration
- Template administration (including the use of Kentico CMS/EMS to create and upload templates)
- Site search use and administration
- Web page creation, modification, and deletion
- Dynamic page elements (both preconfigured in the CMS and user-created)
- Site report use and administration
- CMS user interface customization
- Content deployment strategies (including all methods for controlling the deployment of content from the CMS to the NRC Production Web site)
- Web site design principles
- The use of Dreamweaver to create templates for the CMS

Performance Criterion 6.1: [deleted]

REQUIREMENT: TRAINING MATERIALS

The Contractor shall prepare all training materials for the training course. The training materials shall cover all aspects of the CMS user's interaction with the system as well as with the site search software. All training documentation shall conform to the standards in Section C.5, "Reporting Requirements."

All training materials shall be reviewed in draft by the NRC COR for approval and shall become the property of the NRC upon acceptance by the NRC COR.

The Contractor shall provide all training materials to the NRC in draft format no later than 10 business days in advance of the training course. The Contractor shall provide all training materials in final form to the NRC no later than 5 business days in advance of the training course.

Performance Criterion 6.2: The final training materials used in the training course shall address all features and function of the CMS and conform to the standards in Section C.5, "Reporting Requirements."

Performance Criterion 6.3: The final training materials used in the training course shall be delivered one government business day in advance of the contractor-provided training.

Performance Criterion 6.4: [deleted]

REQUIREMENT: TRAINING METHOD

The Contractor shall provide virtual training by WebEx, Skype or other hosted live, interactive format compatible with NRC's infrastructure and archived for reuse in a publicly available Web-hosted video collection.

REQUIREMENT: TRAINING CLASS LENGTH

Performance Criterion 6.5: The training shall consist of at least 32 hours of virtual instruction.

REQUIREMENT: TRAINING DELIVERY DATE

The virtual class will be scheduled at a date consistent with the Project Management Plan.

SERVICE 7: PROVIDE PROJECT DOCUMENTATION

Documentation shall address all aspects of the functional, security, and project management requirements associated with this effort. SEE SERVICE LEVEL AGREEMENT (ATTACHMENT NO. 4) AND NRC.gov CI KENTICO on AZURE TECH VOLUME 05312019.

Documentation due monthly:

- Progress reports shall be due no later than the fifth workday of every month and shall address all tasks, outstanding issues, and planned actions. Each progress report shall be accompanied by a copy of that month's invoice, for written approval of the invoice by the NRC COR.

Periodic reports:

- Cost Reports. As required in FAR 52.232.22, "Limitation of Funds," 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 30 days, when added to all costs previously incurred, will exceed seventy-five percent (75%).
- Problem Reports. The Contractor shall bring problems or potential problems affecting performance to the attention of the Project Officer as soon as possible. Verbal reports will be followed up with written reports when directed by the Project Officer.

- Additional written reports may be required

Performance Criterion 7.1: All project documentation delivered on time and in conformance to the standards stated in Section C.5, "Reporting Requirements."

DELIVERY INSTRUCTIONS

All deliverables shall be delivered to the NRC COR (or to the Contracting Officer, if so stated in the specific requirement) no later than the date specified in this statement of work. Deliverables are to be transmitted with a cover letter, on the prime Contractor's letterhead, describing the contents.

SERVICE 8: PROVIDE TECHNICAL SUPPORT

SEE NRC.gov CI Kentico on Azure Tech Volume 05312019 (ATTACHMENT NO. 6).

C.6.3 PERFORMANCE REQUIREMENTS SUMMARY

The following is a summary of the services and performance criteria in Section C.6.2, "Description of Services." See the applicable paragraph(s) in this section for a detailed description of each performance criterion and the related requirements.

Table 4. PERFORMANCE REQUIREMENTS SUMMARY				
Service	Performance Criterion	Acceptable Quality Level/Description	Method of Surveillance	Performance Incentives
1: CMS hosting services	1.1	FedRAMP moderate	Periodic inspection	Positive incentives: Good to Exceptional ratings will be reflected in the Contractor's Performance Assessment Report (CPAR) Disincentives: If the quality of work delivered does not meet standards 25% of payment will be withheld until standards are met
	1.2	99.95% availability*	Periodic inspection	See 1.1
	1.3	6 second response*	Periodic inspection	See 1.1
	1.4	10Mb/sec & 5M pageviews/month throughput*	Periodic inspection	See 1.1
	1.5	100% backup accuracy*	Periodic inspection	See 1.1
	1.6	No data destroyed / altered	Periodic inspection	See 1.1
2: Web content management	2.1	6 second response (publishing tasks)* 3 second response (admin tasks)*	Periodic inspection	See 1.1
	2.2	100% support for 508 compliance	Periodic inspection	See 1.1
	2.3	All page URLs static. No page URLs requiring persistent cookies.	Periodic inspection	See 1.1
	2.4	All pages with NRC branding; no Contractor branding	Periodic inspection	See 1.1
	2.5	All pages managed with templates	Periodic inspection	See 1.1
	2.6	100% link accuracy for CMS-managed URLs*	Periodic inspection	See 1.1
	2.7	100% links updated within 6 seconds of change for CMS-managed URLs*	Periodic inspection	See 1.1
	2.8	Page owner notification in 10 minutes of confirmed link change*	Periodic inspection	See 1.1
	2.9	deleted	deleted	deleted
	2.10	All site reports display within 30 seconds of ad hoc request in CMS user portal*	Periodic inspection	See 1.1
	2.11	Scheduled e-mail site reports arrive within 1 hour of scheduled time*	Periodic inspection	See 1.1
3: Site search	3.1	Unlimited search requests by site users	Periodic inspection	See 1.1
	3.2	Search index updates 1 GB / 30 minutes; 5 million total documents*	Periodic inspection	See 1.1
	3.3	Search request response time <= 5 seconds*	Periodic inspection	See 1.1
	3.4	No invalid search result links upon search index completion*	Periodic inspection	See 1.1
	3.5	Search experience matches capabilities of current NRC search	Periodic inspection	See 1.1
4: Project management	4.1	Continuous PM support during government business hours	Periodic inspection	See 1.1
5: Configuration & implementation	5.3.1	Imported content matches current site structure and format	Periodic inspection	See 1.1
	5.3.2	Metadata index to include HTML page title, date, key words, and URL of each CMS-managed Web object imported from the NRC's current site	Periodic inspection	See 1.1
	5.3.3	Staging and production sites to match the NRC's current site	Periodic inspection	See 1.1
6: Training	6.1	deleted	deleted	deleted
	6.2	Final training materials address all CMS features/functions & conform to reporting	Periodic inspection	See 1.1

		requirements		
	6.3	Final training materials delivered 1 government business day before training	Periodic inspection	See 1.1
	6.4	deleted	deleted	deleted
	6.5	Training at least 32 hours	Periodic inspection	See 1.1
7: Documentation	7.1	All project documentation delivered on time & conforming to reporting requirements	Periodic inspection	See 1.1
8: Technical Support	8.1	deleted	deleted	deleted
	8.2	deleted	deleted	deleted
	8.3	deleted	deleted	deleted

***Refer to attached Service Level Agreement (SLA's) for more details.**

C.7 Required Materials, Facilities, Hardware/Software

The Contractor shall provide **leased access** to the following materials, facilities, hardware, or software required for this contract:

1. CMS hosting facility, server hardware, and server SSL certificates
2. CMS management software
3. CMS search software
4. CMS hosting server SSL certificates

The Contractor shall retain ownership and full responsibility for all software leased under this contract.

The Contractor shall provide facilities for hosting (1) the CMS staging and production environments and (2) a search capability at each site. These facilities shall be within a system authorized for Moderate risk under the Federal Risk and Authorization Management Program (FedRAMP) throughout the term of this contract.

All software provided by the Contractor for leased access by the NRC and external parties under this contract shall be Commercial Off The Shelf (COTS). The Contractor shall periodically test, validate, and install all security patches, feature patches, and version upgrades to this software consistent with the latest stable version of the software released by the Contractor in a timely manner consistent with Section C.7.3, "System Availability and Planned Outages."

C.7. SYSTEM AVAILABILITY AND PLANNED OUTAGES

Planned Outages

Without prior approval from the NRC COR, the Contractor shall render the CMS unavailable for Planned System Maintenance (PSM) no more than four hours per contract month, with no single PSM period lasting more than two hours and no more than one PSM period occurring in a single 24-hour period. No PSM shall be conducted between 6 a.m. and 6 p.m. (East Coast Time) unless specifically approved by the NRC COR in advance on a case-by-case basis. A message regarding a PSM event shall be displayed prominently on each NRC user's login screen at least one government business day in advance of the start of the PSM event unless approved in advance by the NRC COR. Any event attributable to the CMS that renders it unavailable and that does not meet the above definition of **PSM** shall be considered unplanned and shall be included in the calculation of **system availability**.

System Availability

For the purposes of this contract, **system availability** is the ratio of the number of hours the system is available per contract year to 8,760 (the number of hours in a contract year), with all calculations rounded upward to the nearest 5-minute interval. While the calculation of system availability does not include PSM outages, unused time for PSM events shall not accrue from month to month. The lack of one or more PSM events during a contract year shall not decrease the percentage of system availability required for that contract year. The NRC may use various tools to measure system availability, including but not limited to availability reports from the NRC's CDN contractor, external monitoring services and documented notifications from NRC system users.

C.8 Release of Publications

Any documents generated by the Contractor under this contract/order shall not be released for publication or dissemination without CO and COR prior written approval.

C.9 Intentionally left BLANK

C.10 Section 508 – Information and Communication Technology Accessibility

Background

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology accessibility (Section 508) standards for the federal government. Section 508(a)(1) requires that when federal departments or agencies develop, procure, maintain, or use electronic and information technology they shall ensure that the EIT allows federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a federal department or agency.

The Section 508 standards (codified at 36 CFR § 1194) were revised by the Access Board and published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018. The revised Section 508 standards have replaced the term EIT with information and communication technology (ICT). The text of the revised Section 508 standards can be found in 1194.1 and in Appendices A, C and D of Part 1194 (at https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194_main_02.tpl).

1. General Requirements

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its electronic content deliverables under this acquisition are:

- 1) in conformance with, and
- 2) support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in 1194.1 and in Appendices A and C of 36 CFR § 1194.

The use of an alternative design or technology that results in substantially equivalent or greater accessibility and usability by individuals with disabilities than would be provided by conformance to one or more of the requirements in Chapters 4 and 5 of the Revised Section 508 Standards is permitted. The Contractor shall use the functional performance criteria in Chapter 3 of the Revised Section 508 Standards to determine whether substantially equivalent or greater accessibility and usability is provided to individuals with disabilities.

2. Applicable Section 508 Standards

The following provisions of 36 CFR § 1194 are applicable to the Contractor's electronic content deliverables:

Applicable? (Yes/No /Maybe)	Provision of 36 CFR Part 1194
Maybe	<ul style="list-style-type: none"> • Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> ○ Section 508 Chapter 1: Application and Administration - <i>sets forth general application and administration provisions (Always applies)</i>
Maybe	<ul style="list-style-type: none"> ▪ E101 General (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> ▪ E102 Referenced Standards (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> ▪ E103 Definitions (<i>Always applies</i>)
	<ul style="list-style-type: none"> ○ Section 508 Chapter 2: Scoping Requirements - <i>containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications) (Always applies)</i>
Maybe	<ul style="list-style-type: none"> ▪ E201 Application
Maybe	<ul style="list-style-type: none"> ▪ E202 General Exceptions
Maybe	<ul style="list-style-type: none"> • E202.1 General
Maybe	<ul style="list-style-type: none"> • E202.2 Legacy ICT
Maybe	<ul style="list-style-type: none"> • E202.3 National Security Systems
Maybe	<ul style="list-style-type: none"> • E202.4 Federal Contracts
Maybe	<ul style="list-style-type: none"> • E202.5 ICT Functions Located in Maintenance or Monitoring Spaces
Maybe	<ul style="list-style-type: none"> • E202.6 Undue Burden or Fundamental Alteration
Maybe	<ul style="list-style-type: none"> • E202.7 Best Meets
Maybe	<ul style="list-style-type: none"> ▪ E203 Access to Functionality
Maybe	<ul style="list-style-type: none"> • E203.1 General (<i>Applies to NRC</i>)
Maybe	<ul style="list-style-type: none"> • E203.2 User Needs
Maybe	<ul style="list-style-type: none"> ▪ E204 Functional Performance Criteria
Maybe	<ul style="list-style-type: none"> ▪ E205 Electronic Content
Maybe	<ul style="list-style-type: none"> • E205.1 General (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> • E205.2 Public Facing (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> • E205.3 Agency Official Communication

Applicable? (Yes/No /Maybe)	Provision of 36 CFR Part 1194
Maybe	<ul style="list-style-type: none"> ▪ E206 Hardware
Maybe	<ul style="list-style-type: none"> ▪ E207 Software
Maybe	<ul style="list-style-type: none"> ▪ E208 Support Documentation and Services
Maybe	<ul style="list-style-type: none"> • Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> ○ Chapter 3: Functional Performance Criteria – <i>applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards (Always applies)</i>
Maybe	<ul style="list-style-type: none"> ▪ 301 General (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> ▪ 302 Functional Performance Criteria (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> ○ Chapter 4: Hardware
Maybe	<ul style="list-style-type: none"> ▪ 401 General
Maybe	<ul style="list-style-type: none"> ▪ 402 Closed Functionality
Maybe	<ul style="list-style-type: none"> ▪ 403 Biometrics
Maybe	<ul style="list-style-type: none"> ▪ 404 Preservation of Information Provided for Accessibility
Maybe	<ul style="list-style-type: none"> ▪ 405 Privacy
Maybe	<ul style="list-style-type: none"> ▪ 406 Standard Connections
Maybe	<ul style="list-style-type: none"> ▪ 407 Operable Parts
Maybe	<ul style="list-style-type: none"> ▪ 408 Display screens
Maybe	<ul style="list-style-type: none"> ▪ 409 Status Indicators
Maybe	<ul style="list-style-type: none"> ▪ 410 Color Coding
Maybe	<ul style="list-style-type: none"> ▪ 411 Audible Signals
Maybe	<ul style="list-style-type: none"> ▪ 412 ICT with Two-Way Communication
Maybe	<ul style="list-style-type: none"> ▪ 413 Closed Caption Processing Technologies
Maybe	<ul style="list-style-type: none"> ▪ 414 Audio Description Processing Technologies
Maybe	<ul style="list-style-type: none"> ▪ 415 User Controls for Captions and Audio Descriptions
Maybe	<ul style="list-style-type: none"> ○ Chapter 5: Software
Maybe	<ul style="list-style-type: none"> ▪ 501 General
Maybe	<ul style="list-style-type: none"> ▪ 502 Interoperability with Assistive Technology
Maybe	<ul style="list-style-type: none"> ▪ 503 Applications
Maybe	<ul style="list-style-type: none"> ▪ 504 Authoring Tools (<i>maybe</i>)
Maybe	<ul style="list-style-type: none"> ○ Chapter 6: Support Documentation and Services (<i>Always applies if Chapters 4 or 5 apply</i>)
Maybe	<ul style="list-style-type: none"> ▪ 601 General
Maybe	<ul style="list-style-type: none"> ▪ 602 Support Documentation
Maybe	<ul style="list-style-type: none"> ▪ 603 Support Services
Maybe	<ul style="list-style-type: none"> ○ Chapter 7: Referenced Standards (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> ▪ 701 General (<i>Always applies</i>)
Maybe	<ul style="list-style-type: none"> ▪ 702 Incorporation by Reference (<i>Always applies</i>)
Maybe	Appendix D to Part 1194—Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000

Refer to Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case.

3. Electronic Content Deliverables

All formal and final versions of the following electronic content deliverables shall conform to section E205.4, unless the Contractor requests and obtains advance written approval from the COR for a specific deliverable.

Electronic content deliverables that are in Adobe Portable Document Format (PDF) shall conform to the requirement in E205.4 of the Revised 508 Standards and ISO 14289-1 (PDF/UA-1) unless the Contractor requests and obtains advance written approval from the COR for a specific deliverable.

4. Section 508 Inspection and Acceptance

The COR reserves the right to conduct hands-on testing to validate the Contractor's Section 508 conformance claims.

C.11 Applicable Publications (Current Editions)

The Contractor shall comply with the following applicable regulations, publications, manuals, and local policies and procedures:

1. Office of Management and Budget Memorandum M-17-6, "Policies for Federal Agency Public Web Sites and Digital Services,"
[<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2017/m-17-06.pdf>]
2. Key Cloud Service Provider (CSP) Documents for a system authorized for Moderate risk under the Federal Risk and Authorization Management Program (FedRAMP) [<https://www.fedramp.gov/documents/>]

C.12 Acronyms and Abbreviations

PSM	Planned System Maintenance
ADAMS	Agencywide Documents Access and Management System
ATO	Authority to Operate
CDN	Content Delivery Network
CMS	Consolidated Web Content Management Services
CO	Contracting Officer, NRC
COR	Contracting Officer Representative, NRC
COTS	Commercial Off The Shelf
FAR	Federal Acquisition Regulations
FedRAMP	Federal Risk and Authorization Management Program
FTP	File Transfer Protocol
GB	Gigabyte

HTML	HyperText Markup Language
HTTP	HyperText Transport Protocol
HTTPS	HyperText Transport Protocol-Secure
HSTS	HTTP Strict Transport Security
IP	Internet Protocol
IT	Information Technology
LDAP	Lightweight Directory Access Protocol
NARA	National Archives and Records Administration
PDF	Portable Document Format (Adobe Acrobat)
PO	Project Officer, NRC
SaaS	Software as a Service
SFTP	Secure File Transfer Protocol
SSL	Secure Sockets Layer ST&E System Test and Evaluation
TB	Terabyte
WAP	Wireless Application Protocol
XML	eXtensible Markup Language

C.13 CMS User Interface Requirements

The following requirements apply to the Web interface presented to privileged users granted rights to access the CMS publishing portal. When a trusted user logs into the CMS interface, items needing his or her attention shall appear on his or her task list.

The CMS shall enable a content author to do each of the following tasks:

1. Select the desired page template for content by reviewing small graphical renditions or thumbnails of the available page templates;
2. Copy and paste content created in the following applications into the built-in editor included with the CMS: Adobe Acrobat, Adobe Dreamweaver and the following Microsoft applications: Word, Excel, PowerPoint, and Visio;
3. Assign content to multiple categories to designate use of the content by multiple NRC organizations or on specific sections of the NRC public Web site;
4. Specify, at the time of content creation or initial review, if he/she will need to review and approve the content before it is published;
5. Set automatic start and end publication dates for content; and
6. Set the time for automatic archiving of published content.

The CMS shall enable a content author or reviewer do each of the following tasks:

1. Use the built-in search engine to conduct full-text searches on NRC web content,
2. Check-in and check-out content items as they are edited and saved,
3. Set the time when the CMS will issue a content aging alert,
4. Create in-line links to other CMS managed content,
5. Easily compare two different versions of the same content, and
6. Perform in-context editing of content.

Previously published content that is revised shall be automatically published once the revision is approved. Content authors and editors shall be constrained to produce 508-compliant content or shall be able to easily verify that content is 508-compliant.

The CMS shall be able to publish Web services content from an outside source, e.g. AP News feeds. The CMS shall alert any number of users, as defined by NRC business needs, that a published content item has reached a certain age and may need updating. The NRC system administrator or other authorized user shall be able to do each of the following tasks:

1. Manage the system using a browser-based interface;
2. Add, modify, and delete users from the system;
3. Customize content entry forms;
4. Define and revise the tag set used for categorizing content per NRC needs;
5. Set the cache times for individual pieces of content and/or pages;
6. Define and revise the tag set used for categorizing content per NRC needs; and
7. Remove specific functionality from the views of certain content authors, editors and other administrative users (not personalization).

End users shall be able to access contextual help or wizards to guide them through authoring, editing and administrative tasks.

The Contractor shall provide complete online help within the CMS Web-based user interface.

The CMS shall automatically add metadata associated with an item of content once that content item is saved.

The CMS shall provide enable the content author or any other authorized user to add metadata for a content item at any time during its life cycle.

The workflow component of the CMS shall include a secure administrative interface for managing the site structure, workflow, user accounts and roles, page templates and common page elements, and site reports.

The CMS shall enable the NRC system administrator shall be able to do each of the following tasks:

1. Create any number of roles, and any type of role as needed;
2. Set the interval after which an unhandled workflow item is transferred to his/her alternate;
3. Create and save standard workflows or approval chains for different NRC organizations, and assign these workflows to users;
4. Set the interval after which an unhandled workflow item is transferred to his/her alternate;
5. Add users at any time;
6. Assign a user to one or many roles;
7. Create access control lists (user groups) at any time;
8. Use granular control to set roles-based user access privileges by user, section, page or page component;
9. Create and save standard workflows or approval chains for different NRC organizations, and assign these workflows to users;
10. Assign a user to one or many roles;
11. Assign role-based user access privileges by user, section, page or page component; and
12. Configure automated e-mail alerts to notify an alternate editor or author if the normal editor or author is unavailable.

Any person, on the approval chain for a content item, shall be able to add a comment, and send the commented content to the next or previous person in the approval chain for appropriate action.

The CMS shall send content alerts by e-mail to content authors, editors and publishers when an action is needed for a content item.

The CMS shall automatically send alerts by e-mail to content authors when their submitted content has been published.

The CMS shall support the creation of Web pages supporting responsive design principles to enable navigation and viewing simultaneously on devices of all screen factors.

SECTION D - PACKAGING AND MARKING

D.1 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Information Officer, under Contract/order number 31310019H0001.

D.2 PACKAGING AND MARKING

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the GSA Schedule and NRC contract numbers under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: may be specified by the NRC COR.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-2 INSPECTION OF SERVICES—FIXED PRICE (AUG 1996)

1. (a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
2. (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
3. (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
4. (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
5. (e)
 - a. (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

- b. (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- 6. (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- 7. (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- 8. (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- 9. (i)
 - a. (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time-
 - i. (i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and
 - ii. (ii) When the supplies will be ready for Government inspection.
 - b. (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- 10. (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to

inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

11. (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
12. (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT PERIOD OF PERFORMANCE

Base Period:	07/31/2019 to 07/30/2020
Option Period 1:	07/31/2020 to 07/30/2021
Option Period 2:	07/31/2021 to 07/30/2022
Option Period 3:	07/31/2022 to 07/30/2023
Option Period 4:	07/31/2023 to 07/30/2024

F.2 PLACE OF PERFORMANCE

The contractor shall provide services primarily at the contractor site with some work being performed at NRC Headquarters located at Rockville, MD.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and Contractors.

FedConnect® provides bi-directional communication between the vendor/Contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and Contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the Contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

G.2 ELECTRONIC PAYMENT (SEP 2014)

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 for 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 –

G.3 CONTRACTING OFFICER'S REPRESENTATIVE

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

Name: Gary Young (COR)
Email Address: Gary.Young@nrc.gov
Telephone Number: 301-415-1123

Name: Jeffrey Main (ALTERNATE COR)
Email Address: Jeffrey.Main@nrc.gov
Telephone Number: 301-287-0807

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

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of the GSA schedule contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

SECTION H - SPECIAL REQUIREMENTS

H.1 2052.204-70 SECURITY (OCT 1999)

(a) Security/Classification Requirements Form. The attached **NRC Form 187** (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be

under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

H.2 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The NRC COR shall assist the contractor

in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

H.3 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 contract 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 contract or beginning of work on the site (if not a contract contract) and ending one year after completion of all work under the associated contract, or last time at the site (if not a contract 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 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 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 contract which includes the technical area and, if site-specific, the site, or has plans to issue a contract 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.

H.4 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.

H.5 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.

H.6 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final 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 contract/grant will not be deemed

accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee 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/grantee 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/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide 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/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related 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 (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee 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), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) 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/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

H.7 NRC INFORMATION TECHNOLOGY SECURITY

NRC contractors shall ensure that their employees, consultants, and subcontractors with

access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

H.8 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.

H.9 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE

In accordance with Appendix III, "Security of Federal Automated Information Resources," to Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," NRC has established rules of behavior for individual users who access all IT computing resources maintained and operated by the NRC or on behalf of the NRC. In response to the direction from OMB, NRC has issued the "Agency-wide Rules of Behavior for Authorized Computer Use" policy, hereafter referred to as the rules of

behavior. The rules of behavior for authorized computer use will be provided to NRC computer users, including contractor personnel, as part of the annual computer security awareness course.

The rules of behavior apply to all NRC employees, contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at <http://www.internal.nrc.gov/CSO/documents/ROB.pdf> or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually thereafter. Training on the meaning and purpose of the rules of behavior can be provided for contractors upon written request to the NRC Contracting Officer's Representative (COR).

The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

H.10 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 annually. 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 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.

H.11 NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization

necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the COR when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The COR will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

SECTION I - CONTRACT CLAUSES

I.1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (Oct 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
 - (i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract

cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]
- (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS RREQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JAN 2019)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31U.S.C.3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C.4704 and 10 U.S.C.2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved].

(11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12)

(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)

(i) 52.219-9, Small Business Subcontracting Plan (Aug2018) (15 U.S.C. 637(d)(4))

(ii) Alternate I (Jan 2017) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Aug 2018) of 52.219-9

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).

- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28)
- (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (29)
- (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (i) Alternate I (July 2014) of 52.222-35.
- (30)
- (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)
- (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).

(38)

(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(39)

(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41)

(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun2016) (E.O. 13693).

(45)

(i) 52.224-3 Privacy Training (Jan2017) (5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C.chapter 83).

(47)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (Aug 2016) (19 U.S.C.2501, et seq., 19 U.S.C. 3301 note).

(49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

(60)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C.Appx.1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C.206 and 41 U.S.C.chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C.chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C.chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2014) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C.chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C.chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

I.3 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 10 days.

(End of clause)

I.4 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 anytime during the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 5 years.

I.5 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

1. (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

a. (1) Furnish phase-in training; and

- b. (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
2. (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
3. (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
4. (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>
1.	Billing Instructions (2 pages)
2.	NRC form 187 (4 pages)
3.	Non-Disclosure Agreement (2 pages)
4.	Service Level Agreement (10 pages)
5.	MLSR Sample (3 pages)
6.	NRC.gov CI Kentico on Azure Technical Volume 05312019 (36 pages)