

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

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

BPA NO. NRC-33-05-328

1. DATE OF ORDER SEP 16 2005		2. CONTRACT NO. (If any) GS35F0652N		6. SHIP TO:	
3. ORDER NO. ORDER 1		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. NRC-05-305 - 4/21/05	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch 3 Mail Stop T-7-I-2 Washington, DC 20555				b. STREET ADDRESS ATTN: Anne Stracke Mail Stop T-6-C30	
				c. CITY Washington	e. ZIP CODE 20555
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR WEBWORLD STUDIOS, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 4611 KLING DR				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ALEXANDRIA				e. STATE VA	f. ZIP CODE 223121512
9. ACCOUNTING AND APPROPRIATION DATA 510-15-523-340 J1204-2 252A 31X0200.510 OBLIGATE: \$132,000.00				10. REQUISITIONING OFFICE CIO Office of Information Services	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
12. F.O.B. POINT N/A					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/15/05 - 03/28/06	
a. INSPECTION		b. ACCEPTANCE Destination		16. DISCOUNT TERMS Net 30 days.	

17. SCHEDULE (See reverse for Rejections)

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The U.S. Nuclear Regulatory Commission (NRC) hereby accepts the proposal of Webworld Technologies dated 7/26/2005 and revised on 8/25/2005, which is hereby incorporated by reference and made a part of this order, to provide the NRC with technical support and maintenance for Web Application Standards, which shall be performed in accordance with the attached Statement of Work.</p> <p>Ceiling Amount: \$159,092.45 (6-1/2 Month Base Period) Ceiling Amount: \$274,261.05 (Option Year 1) Ceiling Amount: \$273,065.40 (Option Year 2)</p> <p>NRC Project Officer: Anne Stracke (301) 415-5796 NRC Project Officer E-Mail: ALS1@NRC.GOV</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						
	b. STREET ADDRESS (or P.O. Box) Attn: NRC-33-05-328-001 (SUBMIT INVOICE IN TRIPLICATE.)						
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20555		159,092.45		17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
Robert B. Webber
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001
ADDITIONAL INFORMATION
PREVIOUS EDITION NOT USABLE

SISP REVIEW COMPLETE

OPTIONAL FORM 447 (REV. 3/2005)
7 ASA/FAR 48 CFR 53.213(f)
ADM002

TASK ORDER TERMS AND CONDITIONS _____
NOT SPECIFIED IN THE CONTRACT _____

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 OTHER APPLICABLE CLAUSES

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☒ 52.217-9, Option to Extend the Term of the Contract

A.3 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

CONTINUATION PAGE

ATTACHMENTS

ATTACHMENT - STATEMENT OF WORK

Statement of Work

Expert Technical Support and Maintenance for Web Application Standards

C.1 BACKGROUND

The Presidential Management Agenda, dated July 10, 2002, calls for "expanded use of the Internet and computer resources to provide Government services (Electronic-Government or E-Government)".

The Office of Information Services (OIS) develops and maintains a set of web application development standards that are in place to support the three tier web application environment. These standards provide a documented set of modules that can be used in the development of any web application on the three web application environment at the Nuclear Regulatory Commission (NRC). A Web Application is described at the NRC as any initiative that goes beyond displaying and updating static content on a Web page. It includes any Web initiative which involves access to a database, or requires complex validation or processing.

C.2 OBJECTIVE

The objective of this contract is to provide expert technical support to the NRC in establishing and maintaining web application standards for use within the three tier web environment.

C.3. SCOPE OF WORK

The contractor shall provide the necessary personnel qualified to provide support to the NRC for various web application related tasks which include:

- participating in setting up, documenting and maintaining web application standards for the NRC based on industry accepted best practices.
- providing expert technical support services concerning tools, techniques, coding and form standards, application design, user interface engineering, web usability, application security, application accessibility and database access capabilities.
- providing expert technical assistance with maintaining, testing, documenting, and tuning the three tier web environment.

C.4 STATEMENT OF WORK

The following five tasks shall be executed within each period of performance for the contract, including the two optional periods provided the NRC elects to execute each optional year. A draft of the proposed Project Plan shall be submitted with the proposal.

C.4.1 Task 1 - Project Management Plan

The Contractor shall finalize the proposed Project Plan with the NRC project officer at a kickoff meeting. The contractor shall incorporate the Project Officer's comment within two work days after the kickoff meeting and reissue the Plan to the NRC project officer. Every month thereafter, a status of the work performed within this Contract shall be reflected in the monthly progress report and an update of the Project Management Plan provided. The plan shall be provided electronically, in Microsoft Project, Corel WordPerfect, or Microsoft Word format.

Deliverables:

- finalized proposed Project Management Plan
- monthly updates to the Project Management Plan

C.4.2 Task 2 - Ad hoc Web Application expert technical support

The contractor shall perform ad hoc web application expert technical support services which includes:

- assisting in determining the best tools to use for developing web applications based on the available software in the NRC Toolkit and currently available standards.
- advising web developers on accessibility requirements based on Section 508 Standard and its impact to web applications (information on Section 508 can be found at <http://section508.gov/>)
- advising web developers on the best methods to implement web security
- assisting with determining the best database for the web application and giving guidance on the best techniques for table design
- assisting web developers with writing stored procedures and SQL for accessing the database.
- assisting with problem source identification and resolution for web applications in development, test and production web environments. Attachment 1 shows the current NRC web application environment.
- assisting with the maintenance of the application web development environment; accessible to users between the core hours of 9 am - 3:30 pm EST. If the server fails, the contractor shall work collaboratively, as needed, with OIS staff and support contractors to keep downtime at a minimum.
- participating in setting up, documenting, and maintaining the NRC's web application standards found in the ISHARE Rational Clearcase VOB.
- assisting with performing testing of web application software that may be recommended for inclusion in the NRC Toolkit. The test findings shall be documented in the format required for submission to the NRC Toolkit for approval.

- assisting web developers in the use of the web application development tool which uses CFML (ColdFusion Markup Language) MX 6.1 or better.
- advising web developers on the methodology and techniques associated with Fusebox 4.0 or better for developing web applications at NRC using CFML MX 6.1 or better. (The Fusebox methodology can be found at www.fusebox.org)
- assisting with setting up e-training tutorials on the use of the NRC's web application standards.
- presenting reports or briefings to executive level personnel or at the NRC's Quarterly IT Focus Group meetings concerning topics associated with the support work for the NRC's web application standards.

It is anticipated that the ad hoc technical support will account for approximately 60% of the effort within this SOW.

C.4.3 Task 3 – Test/Upgrade ColdFusion Server

The contractor shall assist in the upgrade and test of the ColdFusion Application Server in the web application development environment as directed by the Project Office when a new releases of the ColdFusion server code is available from the software vendor. This effort may include assisting with troubleshooting and researching the solutions of errors that may arise due to the upgrade process. Minimally a test of the ISHARE application code shall be performed to determine the effects of the upgrade. There will be no more than two upgrades to the server every six months.

The contractor shall review the existing ColdFusion application development standards whenever an upgrade is made and shall make modifications to the documentation where required due to the upgrade. The update of the documentation is to be included in the ISHARE Rational ClearCase VOB.

The contractor shall review the ColdFusion Administration Guide whenever an upgrade is made and shall make modifications to the documentation where required due to the upgrade. The update of the documentation is to be included in the ISHARE Rational ClearCase VOB.

It is anticipated that this task will account for 10% of the effort for this SOW.

Deliverables

- update of the ColdFusion application standards
- update of the ColdFusion Administration Guide

C.4.4 Task 4 – Web Applications Design Review Analysis

The contractor shall participate in design reviews of proposed web applications for the three tier web environment and shall provide written comments on the proposed design. The contractor shall evaluate the documentation, code and/or database design to ensure that the design follows the NRC web application standards. Any nonconformance to the standard shall be documented as well as any recommendations for improvements. It is anticipated that there will

be no more than three design reviews a month that will last no more than two hours each and will account for 20% of the effort for this SOW.

Deliverables:

- recommendations on the Web Application Design.

C.4.5 Task 5 - Oral briefings and participation in meetings

Contractor personnel shall attend and participate in regularly scheduled staff, planning and task control meetings as requested with various OIS/BPIAD staff, OIS/ICOD staff, OIS/WCST and/or OIS contractors. Upon request, the Contractor shall prepare and present oral briefings on progress of work, unique or interesting technical findings, the results of research, and the presentation of draft conclusions or reports. It is anticipated that meetings will occur weekly and that one or two presentations a month will be necessary and that this will account for 10% of the effort for this SOW.

C.5 LEVEL OF EFFORT

The estimated level of effort for the work under this order is as follows:

- 1,356.5 man-hours for the base period
- 2,335.5 man-hours for Option Year 1
- 2,322 man-hours for Option Year 2.

C.6 SCHEDULE OF DELIVERABLES

The due date for submission the required deliverables are as follows:

ID	Task	Due Date
1	Final initial project plan	PS + 10 work days
2	Updated project plan	Monthly
3	Update of the ColdFusion application standards	Quarterly
4	Update of the ColdFusion Administration Guide	Quarterly

C.7 QUALIFICATIONS OF PERSONNEL

Personnel proposed shall have the following skills:

- Senior level web application programming experience demonstrated in prior assignments with a minimum of five years using ColdFusion in the development of web applications. Certification in a web application software is desired. Primary focus should be specific to experience in using CFML (ColdFusion Markup Language) MX 6.1 with ColdFusion 6.1 MX server or higher.
- Experience in the use of the Fusebox 4.0 or better methodology for web application development demonstrated in prior assignments. Primary focus should be specific to experience in using Fusebox with CFML (ColdFusion Markup Language) MX 6.1 or better.
- Experience in developing and creating web services demonstrated in prior assignments.
- Experience in developing flexible, reusable code modules demonstrated in prior assignments.
- Experience in using Cascading Style Sheets level 2 (CSS2) or better demonstrated in prior assignments.
- Experience in using XML (Extensible Markup Language) 1.0 or better demonstrated in prior assignments.
- Work experience in a Windows 32 bit operating environment (Windows 2000 or higher) or a Sun/ Solaris environment (version 8 or higher) demonstrated in prior assignments.
- Specialized experience in analysis and design of complex enterprise-wide web applications demonstrated in prior assignments.
- Experience with using relational databases. This includes creating database tables and indexes using the Data Definition Language (DDL) and writing complex queries based on the Structured Query Language (SQL).
- Experience in writing stored procedures against databases. Primary focus should be Sybase ASE 12.5 or MS SQL Server 2000 databases demonstrated in prior assignments.
- Demonstrated ability to analyze/revise/enhance/test web solutions including hardware, software, and communications.
- Knowledge of Rational Rose, ClearCase, RequisitePro and ClearQuest.
- Excellent communications and interpersonal skills.

C.8 PLACE OF PERFORMANCE

The contractor shall perform work at NRC Headquarters, 11545 and 11555 Rockville Pike, Rockville, MD 20852, as long as space is available. Office space, phones, desks, computers, and office supplies will be provided for contractor(s) use while at the NRC site. If NRC, at any time during this contract, determines that there is no available office space for contractor(s) use then it will be necessary for the contractor to provide an off-site location at its own expense.

C.9 TRAVEL

No out of state travel will be required under this contract. Further, the NRC will not reimburse the contractor for any local travel expenses.

C.10 GOVERNMENT FURNISHED EQUIPMENT

Office space, phones, desks, computers, and office supplies will be provided for contractor(s) use while at the NRC site. One copy of Studio MX, a copy of the Microsoft SQL Enterprise Manager, and a copy of the NRC Rational Suite will be installed on the NRC workstation to support this effort. If NRC, at any time during this contract, determines that there is no available office space for contractor(s) use then it will be necessary for the contractor to provide an off-site location at its own expense.

C.11 CONTRACTOR RESPONSIBILITIES

In addition to the above, the contractor shall comply with and enforce all regulations, orders, policies, and/or procedures issued as directives or memoranda by the NRC and its Contracting Officer, Technical Representative or designee. The contractor shall ensure that all internal NRC data provided by the NRC is protected from disclosure to individuals who have not been cleared for access to NRC internal IT systems. The contractor takes full responsibility for the use and protection of NRC data in the contractor's possession. All elements, including hardware and software licenses required for supporting this effort shall be proposed as part of the cost of this task order if not specifically furnished by NRC.

C.12 PERIOD OF PERFORMANCE

The period of performance shall be from September 15, 2005 through March 28, 2006 with two additional one year option periods to be exercised at the option of the Government.

C.13 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty and one-half months.

C.14 PROJECT MANAGER

The project manager is:

Name: Anne Stracke
Address: U.S. Nuclear Regulatory Commission
Mailstop: T-6-C30
Washington, DC 20555
Telephone Number: (301) 415-5796
Email: ALS1@NRC.GOV

C.15 PERSONNEL SECURITY REQUIREMENTS

The NRC will incur no costs associated with waiting for or obtaining appropriate security clearances for persons performing on this contract, beyond the normal cost of providing, receiving, and processing the applications for clearance, and providing finger-printing services. Performance under this delivery order will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a delivery order requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this delivery order by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information

technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

C.16 REPORTING REQUIREMENTS

The contractor shall provide a Monthly Status Report to the NRC Project Officer and the NRC Contracting Officer by the 15th of each month. The report shall contain the order number and task; the period covered by the report; a summary of work performed during the reporting period for each task by each individual assigned to work on the project along with the number of hours worked; including appropriate statistics and plans for the next reporting period; an update of the project management plan, problems encountered and the proposed corrective action, and analysis of the impact on other tasks within the scope of the SOW; and a status of expenditures under the order for the reporting period, cumulative expenditures to date, funds obligated to date, and balance of funds required to complete the order.

C.17 SCHEDULE OF PRICES/COSTS

The contractor shall provide the services reflected in the Statement of Work, under the following labor categories and at the fixed hourly rates as described below:

C.17.1 BASE PERIOD (September 15, 2005 through March 28, 2006)

LABOR CATEGORY	TOTAL ESTIMATED HOURS	FIXED UNIT PRICE	TOTAL ESTIMATED COST
Documentation Specialist			\$ 16,677.00
Internet Architect I			\$ 1,310.40*
Internet Project/Task Manager			\$ 13,478.40*
Internet Software Developer II			\$127,626.65*
TOTAL ESTIMATED PROJECT COST:			\$159,092.45*

C.17.2 OPTION YEAR ONE (March 29, 2006 through March 28, 2007)

LABOR CATEGORY	TOTAL ESTIMATED HOURS	FIXED UNIT PRICE	TOTAL ESTIMATED COST
Documentation Specialist			\$ 22,366.80*
Internet Project/Task Manager			\$ 21,340.80*
Internet Software Developer II			\$230,553.45*
TOTAL ESTIMATED PROJECT COST:			\$274,261.05*

*The above totals represent actual calculations versus rounding of numbers as proposed by the Contractor.

C.17.3 OPTION YEAR TWO (March 29, 2007 through March 28, 2008)

LABOR CATEGORY	TOTAL ESTIMATED HOURS	FIXED UNIT PRICE	TOTAL ESTIMATED COST
Documentation Specialist			\$ 20,404.80*
Internet Project/Task Manager			\$ 21,340.80*
Internet Software Developer II			\$231,319.80*
TOTAL ESTIMATED PROJECT COST:			\$273,065.40*

C.18 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS (BASE PERIOD)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for the base period is \$159,092.45. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within an maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$132,000.00. The Contracting Officer may issues orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the contractor hereunder shall equal the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the contractor in excess of the obligated amount specified above is done so at the contractor's sole risk.

C.19 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS - (OPTION YEAR 1)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for Option Year 1 is \$274,261.05. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within an maximum ordering limitation prescribed under this contract.

*The above totals represent actual calculations versus rounding of numbers as proposed by the Contractor.

- (b) The amount presently obligated with respect to this contract is \$0. The Contracting Officer may issues orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the contractor hereunder shall equal the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the contractor in excess of the obligated amount specified above is done so at the contractor's sole risk.

C.20 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for Option Year 2 is \$273,065.40. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within an maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$0. The Contracting Officer may issues orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the contractor hereunder shall equal the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the contractor in excess of the obligated amount specified above is done so at the contractor's sole risk.

ATTACHMENTS

- ATTACHMENT 1 - Current NRC Web Application Environment
- ATTACHMENT 2 - Acronyms
- ATTACHMENT 3 - Billing Instructions for Labor Hour Contracts
- ATTACHMENT 4 - NRC Form 187 with Security Clauses

Attachment 2 - ACRONYMS

ADM - Office of Administration

BPIAD - Business Process Improvement & Applications Division, OIS

CO - Contracting Officer

ECDA - Enterprise Connect Data Access (from Sybase)

EST - Eastern Standard Time

HTML - HyperText Markup Language

ICOD - Infrastructure and Computer Operations Division, OIS

INS - Immigration and Naturalization

IT - Information Technology

LAN - local area network

LB I - Limited Background Investigation

MB - megabyte

MD - Management Directive

MS - Microsoft

NRC - Nuclear Regulatory Commission

ODBC - Open Data Base Connectivity

OIS - Office of Information Services

OS - Operating System

PERSEC/DFS - Personnel Security Branch, Division of Facilities and Security, ADM

SOW - Statement of Work

SQL - Structured Query Language

WCST - Web Content Services Team, OIS

ATTACHMENT 3

**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike - Mail Room
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Billing Instructions
Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER' OR "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the purchase order may not exceed the total U.S. dollars authorized in the purchase order.

ATTACHMENT

INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No: _____

(b) Voucher/Invoice No: _____

(c) Date of Voucher/Invoice: _____

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name: _____
Telephone No: _____

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DOE
PROJECTS (Prime contract number must be shown
for all subcontracts.)

CIO-05-305

B. PROJECTED
START DATE

08/29/2005

C. PROJECTED
COMPLETION DATE

02/28/2006

2. TYPE OF SUBMISSION



A. ORIGINAL



B. REVISED (Supersedes all
previous submissions)



C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

☐

B. CONTRACT NUMBER

CIO-03-322

DATE

08/21/2005

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Expert Technical Support and Maintenance for Web Applications

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

☐

YES (If "YES," answer 1-7 below)

☒

NO (If "NO," proceed to 5.C.)

NOT
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☐
☐
☐
☐
☐

2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)

☐
☐
☐
☐
☐

3. GENERATION OF CLASSIFIED MATTER.

☐
☐
☐
☐
☐

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.

☐
☐
☐
☐
☐

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.

☐
☐
☐
☐
☐

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.

☐
☐
☐
☐
☐

7. OTHER (Specify)

☐
☐
☐
☐
☐

B. IS FACILITY CLEARANCE REQUIRED?



YES



NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

SIGNATURE

DATE

Anne Stracke
Project Manager

Anne Stracke

2/21/05

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

N/A

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

☐

AUTHORIZED CLASSIFIER (Name and Title)

☐

DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

☒

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☒

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☐

DIVISION OF FACILITIES AND SECURITY (Item 10B)

☐

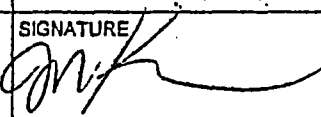
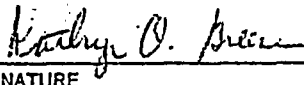
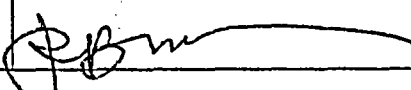
CONTRACTOR (Item 1)

☐

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
Myron Kemerer, Acting		6/2/05
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Kathryn O. Greene		7-1-05
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Mary Lynn Scott		7/5/05

REMARKS

2052.204-70 SECURITY

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. 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 Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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, upon completion or termination of this contract, 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. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. 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, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate,

disseminate, or disclose the information in whole or in part to any other person or organization except as may be 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, 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. The term Restricted Data, as used in this clause, 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 pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

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

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. 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.

(j) Criminal Liabilities. It is understood that 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.)

(k) 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.

(l) In performing the 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 hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

Badge Requirements for Unescorted Building Access to NRC Facilities

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). 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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with."

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."