

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 31

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

BPA NO

1 DATE OF ORDER

JAN 31 2012

2. CONTRACT NO. (If any)  
GS35F4670G

8 SHIP TO

3 ORDER NO.

MODIFICATION NO.

4 REQUISITION/REFERENCE NO.  
CFO-12-013

a. NAME OF CONSIGNEE

U.S. Nuclear Regulatory Commission

b. STREET ADDRESS

Division of the Controller  
Attn: Michele Curtis  
Mail Stop, TWEN-9-E-2

c. CITY

Washington

d. STATE

DC

e. ZIP CODE

20555

5. ISSUING OFFICE (Address correspondence to)

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Michael Turner  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

7. TO

f. SHIP VIA

a. NAME OF CONTRACTOR

THE MIL CORPORATION

b. COMPANY NAME

c. STREET ADDRESS

4000 MITCHELLVILLE RD STE A210

d. CITY

BOWIE

e. STATE

MD

i. ZIP CODE

207163177

9. ACCOUNTING AND APPROPRIATION DATA

2012-7N-51-G-156 N7365 252A 31X0200: \$250,000.00  
2012-7N-51-G-156 N7517 252A 31X0200: \$150,000.00  
FFS: 121143 DUNS: 161579735 NAICS: 541519

10 REQUISITIONING OFFICE CFO

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

☐ a. SMALL

☒ b. OTHER THAN SMALL

☐ c. DISADVANTAGED

☐ d. WOMEN-OWNED

☐ e. HUBZone

☐ f. SERVICE-DISABLED  
VETERAN-OWNED

☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB)  
ELIGIBLE UNDER THE WOMEN-OWNED  
SMALL BUSINESS PROGRAM

☐ h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED  
SMALL BUSINESS (EDWOSB)

12. F.O.B. POINT

13. PLACE OF

14. GOVERNMENT B/L NO

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

As stated

16. DISCOUNT TERMS

a. INSPECTION

b. ACCEPTANCE

17. SCHEDULE (See reverse for Rejections)

| ITEM NO.<br>(a) | SUPPLIES OR SERVICES<br>(b) | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d) | UNIT<br>PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY<br>ACCEPTED<br>(g) |
|-----------------|-----------------------------|----------------------------|-------------|----------------------|---------------|-----------------------------|
|-----------------|-----------------------------|----------------------------|-------------|----------------------|---------------|-----------------------------|

The Contractor shall provide the U.S. Nuclear Regulatory Commission with comprehensive project management, operational, and technical assistance for the Financial Accounting and Integrated Management Information System (FAIMIS) in accordance with the enclosed Statement of Work, GSA Federal Supply Schedule Contract No. GS-35F-4670G, and the attached applicable NRC regulations at the prices set forth under Section A.1, Schedule of Supplies or Services.

This order shall be effective February 1, 2012, through January 31, 2013, for the total amount of \$1,467,654.90. There is one option period from February 1, 2013, through January 31, 2014, for the total amount of \$1,520,247.60. The total amount of this order including the base and option period is \$2,987,902.50.

ACCEPTANCE:

Signature/Date:  Jan 31, 2012

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO

21. MAIL INVOICE TO:

a. NAME

Department of Interior / NBC  
NRCPayments@nbc.gov

b. STREET ADDRESS (or P.O. Box)

Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue

PHONE:

FAX:

c. CITY

Denver

d. STATE

CO

e. ZIP CODE

80235-2230

\$2,987,902.50

17(h)  
TOTAL  
(Cont.  
pages)

17(i)  
GRAND  
TOTAL

22. UNITED STATES OF AMERICA  
BY (Signature)



23. NAME (Typed)

Michael A. Turner,  
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

FEB 1 2012

ADM002

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## A.1 SCHEDULE OF SUPPLIES OR SERVICES

| BASE PERIOD: 02/01/2012 – 01/31/2013                 |   |     |       |                         |                |
|--|---|-----|-------|-------------------------|----------------|
| ITEM NO.   | DESCRIPTION   | QTY | UNIT  | UNIT PRICE              | AMOUNT         |
| 0001   | Labor Categories for FAIMIS   | QTY | UNIT  | FIXED HOURLY LABOR RATE | CEILING AMOUNT |
| 0001AA   | Technical Manager/Leader I  |     | Hours |                         |                |
| 0001AB   | Information Engineering Specialist II   |     | Hours |                         |                |
| 0001AC   | Programmer/Analyst V  |     | Hours |                         |                |
| 0001AD   | Information Engineering Specialist I  |     | Hours |                         |                |
| 0001AE   | Programmer/Analyst IV   |     | Hours |                         |                |
| 0001 Subtotal  | Note: The hours per labor category are estimates, and those estimated hours per labor category may be exceeded by mutual agreement between the contractor and the NRC COR as long as this subtotal amount for Item Numbers 0001AA through 0001AE is not exceeded. | 1   | Lot   | NTE CEILING             | \$1,467,654.90 |
| Total Ceiling Amount – Base Period                   |   |     |       |                         | \$1,467,654.90 |
| OPTION PERIOD: 02/01/2013 – 01/31/2014               |   |     |       |                         |                |
| ITEM NO.   | DESCRIPTION   | QTY | UNIT  | UNIT PRICE              | AMOUNT         |
| 1001   | Labor Categories for FAIMIS   | QTY | UNIT  | FIXED HOURLY LABOR RATE | CEILING AMOUNT |
| 1002AA   | Technical Manager/Leader I  |     | Hours |                         |                |
| 1002AB   | Information Engineering Specialist II   |     | Hours |                         |                |
| 1002AC   | Programmer/Analyst V  |     | Hours |                         |                |
| 1002AD   | Information Engineering Specialist I  |     | Hours |                         |                |
| 1002AE   | Programmer/Analyst IV   |     | Hours |                         |                |
| 1001 Subtotal  | Note: The hours per labor category are estimates, and those estimated hours per labor category may be exceeded by mutual agreement between the contractor and the NRC COR as long as this subtotal amount for Item Numbers 1001AA through 1001AE is not exceeded. | 1   | Lot   | NTE CEILING             | \$1,520,247.60 |
| Total Ceiling Amount – Option Period                 |   |     |       |                         | \$1,520,247.60 |
| TOTAL CEILING AMOUNT – BASE PERIOD AND OPTION PERIOD |   |     |       |                         | \$2,987,902.50 |

## A.2 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the base period is \$1,467,654.90.

(b) The amount presently obligated with respect to this contract is \$400,000.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. When and if the amount(s) paid and payable to the contractor hereunder is equal to the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer increases the amount obligated on this contract by written modification. Any work undertaken by the contractor in excess of the obligated amount specified above is at the contractor's sole risk.

## **A.3 STATEMENT OF WORK**

### **A.3.1 BACKGROUND**

The NRC currently uses a Federal Shared Service Provider (SSP), the National Business Center (NBC) at the U.S. Department of the Interior (DOI) in Denver, Colorado, as the Information Technology (IT) host and provider of the NRC Core Accounting System, hereafter referred to as Financial Accounting and Integrated Management Information System (FAIMIS). In April 2011, NBC advised NRC of its plans to discontinue this service as of September 30, 2012. This necessitated the need to establish and complete an aggressive schedule to move the FAIMIS software and historical financial transaction database away from NBC to a new software hosting facility on, or prior to, September 30, 2012. Accelerated and parallel contractor activities require rigorous and broad-based testing and process oversight to ensure NRC receives quality systems that meet all contractual requirements. Thus, continuity of services is paramount to ensure the successful transition of FAIMIS within the limited time available.

Currently, The MIL Corporation provides the NRC's Office of the Chief Financial Officer (OCFO) with comprehensive project management, operational support, and technical assistance for FAIMIS. This support entails expert reviews and assessment of software development artifacts including source code, design models, and narrative-based system documents. Additionally, The MIL Corporation supports the NRC in measuring software deliverable performance against stated requirements and approved design models, and provides software development, testing, configuration management and training support for system generated reports. Operational support further includes analyzing and troubleshooting problem areas, and providing solutions that result in design and configuration changes, additional transaction processing, and business process changes. The MIL Corporation also performs testing of configuration changes and system fixes to ensure they meet stated NRC requirements and assists in user training and support.

### **A.3.2 OBJECTIVES**

The contractor shall continue to provide the OCFO with comprehensive project management, operational, and technical assistance/support for FAIMIS. The contractor shall measure software deliverable performance against stated requirements and approved design models, and provide software development, testing, configuration management and training support for system generated reports. Operational support will also include analyzing and troubleshooting problem areas, and providing solutions that result in design and configuration changes, additional transaction processing, and business process changes.

Of greatest concern among the covered FAIMIS functional areas during the transition to a new hosting provider is the ability to maintain continuity of operations for the agency's core financial management system and eliminate the potential for interruption of service for NRC's customers and stakeholders. The assistance provided by the contractor will ensure that the FAIMIS Core Financial System data integrity is maintained and that the system is made available to NRC customers and stakeholders in a timely manner before, during and subsequent to transition. As part of the transition to a new hosting provider, the agency plans to implement and test an enhanced technical infrastructure as required to meet future reporting needs for the NRC. Failure to re-design, test and maintain Business Analytics reporting universes both in the production environment and the Momentum Data Warehouse (MDW) and failure to recode most FAIMIS Business Analytics Reports against the MDW will result in a significant operational risk to the agency. In addition to current support services being provided, the contractor is expected to play a significant role in partnering with the Contracting Officer's Representative (COR) and their designees (e.g., FAIMIS Reports Working

Group (RWG)) to advise, develop, implement, test and document the technical infrastructure needed to sustain FAIMIS Reporting going forward.

### A.3.3 SCOPE OF WORK

This requirement consists of a base period of one year, from February 1, 2012 to January 31, 2013, plus a one-year option to extend the term of the task order for the contractor to maintain existing support services and to review deliverables prepared by the contractor under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001 for the FAIMIS Migration Project. The contractor shall be available to provide advice and assistance on an on-going basis to the NRC COR, and shall perform a review of each FAIMIS deliverable to ensure they are complete and consistent with the FAIMIS Project Plan and system requirements. The contractor shall monitor the FAIMIS Project Plan, Risk Management Plan, Configuration Management Plan, and provide bi-weekly status reports to the COR for scope, schedule, and cost for this task order. In addition, the contractor shall assist the COR with reviewing additional contract deliverables as they are made available by the Software Integrator to the COR.

With respect to the FAIMIS RWG, the contractor shall continue to provide support to that group consisting of project planning, configuration management, report development, universe re-design, testing, documentation and configuration management, status reporting and other activities as needed to implement a robust technical infrastructure for reporting in conjunction with the FAIMIS Migration Project. The contractor shall also advise the COR regarding the most appropriate technical reporting solutions for individual reports. Management Directive 2.8, Project Management Plan, applies to contractor performance under this task order. That Directive may be accessed at: [http://www.internal.nrc.gov/ADM/DAS/cag/Management\\_Directives/md2.8.pdf](http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md2.8.pdf)

All contractor deliverables that are produced under this task order are subject to FAR clause 52.227-17, Rights in Data—Special Works (Dec 2007).

### A.3.4 SPECIFIC TASK REQUIREMENTS

#### Task 1 – Provide Project Management Support for the FAIMIS for FY 2012 and 2013.

##### Requirements

The contractor shall:

1. Review and validate the FAIMIS Migration Project Plan and Schedule, Risk Management Plan, Requirements Management Plan, Periodic Status Reports and Earned Value Management (EVM) Calculations for the FAIMIS. Provide an initial review of the FAIMIS Project Management artifacts as they are made available by the COR and provide written comments for improvement to the COR within 10 business days.
2. Analyze the project artifacts and evaluate for correctness, consistency, completeness, accuracy, and readability based on the FAIMIS Migration statement of work under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001.
3. Conduct bi-weekly reviews of the project plan to ensure it remains current based on any agreed-to changes between the contractor under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001, for the FAIMIS Migration Project and the COR. Changes will be communicated in writing or via email. The contractor shall also alert the COR of any potential deviations identified with Project Plan tasks, milestones, and task

duration dates. The contractor shall provide written comments related to these bi-weekly reviews to the COR within 3 business days.

4. Provide a review of the Software Integrator's monthly status reports and EVM calculations as they are made available to the contractor by the COR and provide written comments to the COR about them within 3 business days. The contractor shall analyze the monthly status reports and compare the actual and planned activities to the FAIMIS Project Plan to ensure all project tasks are being performed as scheduled and remain within project scope. The contractor shall analyze the EVM calculations to ensure the project remains within scope and schedule. Identify areas for potential deviation in the near term.
5. Provide and monitor a project schedule as needed to facilitate a technical infrastructure for FAIMIS Business Analytics Reporting. At a minimum, the Project schedule shall capture all development, testing, documentation and other tasks needed to re-design FAIMIS reporting universes and to recode FAIMIS reports against the Momentum Data Warehouse (MDW). The schedule shall identify responsible parties (the parties would be the contractor or the COR) and task dependencies and shall be reviewed and approved by the COR.
6. Conduct (or attend) a bi-monthly review of the RWG schedule and highlight deviations between planned and actual activities contained in the project schedule noted in Task 3.1.1.5 to ensure project tasks are being performed as scheduled and remain within project scope. Identify areas where deviations impacting the overall project schedule have been identified and recommend resolution in writing to the COR.
7. Update the RWG Configuration Management Plan and document report related changes according to the plan. At a minimum, updates will be provided in writing via email and in an outline format. The format will describe each change being recommended and the resultant impact on project schedule, if any.

### **Deliverables**

The contractor shall provide on-going inputs to the COR based on the initial review and bi-weekly reviews of the FAIMIS Project Plan. The contractor's comments and recommendations based on the requirements of this task shall be in written form as an e-mail to the COR. E-mails shall include a statement that provides evidence of a review by the contractor, such as; "***Contractor Name*** has performed a review of the FAIMIS Project Plan for the period of... and has identified the following issues and provides the following recommendations..."

The contractor shall also submit a bi-weekly report to the COR which includes a summary of work performed with specific descriptions of all open issues and related status, and all issues that were closed during the quarter. This report shall be submitted five business days after the end of the quarter.

With respect to the FAIMIS RWG, provide the following additional deliverables:

As part of the bi-weekly report, include a summary of the status of all FAIMIS reporting universes and reports impacted by the technical infrastructure re-design.

Update the RWG Project Schedule for review by the COR on a bi-monthly basis. The updated RWG schedule shall incorporate resolutions and direction from the COR as needed to resolve delays and issues as they arise.

**Task 2 – Review and analyze FAIMIS contract deliverables for accuracy, correctness, and applicability.**

**Requirements**

The contractor shall:

1. Provide an initial and final review of the FAIMIS system contract deliverables under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001, for the FAIMIS Migration Project after they are made available to the contractor by the COR and provide written comments for improvement to the COR within 10 business days.
2. Analyze the deliverables for each functional area and evaluate for correctness, consistency, completeness, accuracy, and readability based on the Project Plan and the FAIMIS migration statement of work submitted under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001, for the FAIMIS Migration Project.
3. Additional contract deliverables requiring analysis and evaluation may include, but not be limited to; test plans and test scripts, test results from iterative configuration testing, conversion plans, system interface requirements, user training materials, and system certification and accreditation documents.
4. After changes are made to the deliverable documents by the Software Integrator and the COR thereafter provides the revised deliverables to the contractor, the contractor shall perform a final review of the contract deliverables and provide written comments relating to those deliverables to the COR within 5 business days of contractor receipt of those deliverables from the COR.

**Deliverables**

The contractor shall provide an initial review and a final review of the NBC Software Integrator's contract deliverables under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001, for the FAIMIS Migration Project. The Contractor shall provide comments and recommendations from the initial and final reviews. Those comments shall be in written form as an e-mail to the COR. E-mails shall include a statement that provides evidence of a review by the contractor, such as; "**Contractor Name** has performed a review of the Software Integrator's **Deliverable Document Name** dated... and has identified the following issues and provides the following recommendations..."

The contractor shall also submit a formal monthly report to the COR which includes a summary of work performed with specific descriptions of all open issues and related status, and all issues that were closed during the quarter. This report shall be submitted no later than five business days after the end of the quarter.



**Task 3 – Assist NRC with FAIMIS Testing for All Functional Areas.****Requirements**

The contractor shall:

1. Evaluate the project actions at the key points in the migration process in order to ensure that the software will meet NRC's requirements for security, reliability, quality, and functionality at the new site. Key points will be established by the NRC COR in consultation with the contractor. The contractor shall also inspect the design for compliance with relevant standards as defined by the COR, both internal to NRC (such as Enterprise Architecture Standards) and external to NRC (such as NIST guidelines), to provide the COR with an independent assessment of design soundness.
2. Develop system acceptance criteria and matching parameters for use in testing of results with results from the FAIMIS system. The testing approach shall be based on data obtained from the COR from production runs in the existing *NRC financial and programmatic systems and test data*. Test data and data sets shall be collected and made available to the contractor as needed from existing data processing, and used on an iterative basis to formulate, evaluate, and identify issues that may require attention by the Software Integrator identified under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001, for the FAIMIS Migration Project. \_
3. Lead acceptance test case development and execution in close coordination with the COR for final SAT (System Acceptance Testing). Along with the COR, the contractor shall witness integration and UAT tests developed for NRC and participate in all Section 508 compliance, system security, and user access testing activities.
4. Maintain a detailed tracking of NRC trouble reports and fixes that are being implemented by the Software Integrator identified under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001, for the FAIMIS Migration Project. As problems are corrected, the contractor shall close them out and provide a periodic written status to the COR. For remaining or deferred problems, the contractor shall develop a list of issues that are to be presented to the COR on a weekly basis as to testing progress, solution readiness, and schedule compliance. This tracking shall pertain exclusively to NRC issues, not those that the contractor may be tracking for the overall project.
5. Perform testing of all FAIMIS functional areas (Security & Workflow, Budget Execution, Purchasing, Accounts Payable, Accounts Receivable, License Fee Billing and Reimbursable Work, General Ledger, General System, Travel Accounting, Fixed Assets, Cost Accounting, Financial Reporting, and FAIMIS Interfaces). The contractor shall develop a testing plan and schedule with input from the COR that covers the full testing of all FAIMIS modules.
6. Conduct testing, which shall include the development of test scripts and the verification of proper loading of data inputs into FAIMIS from external systems and verification of the calculated expected result.
7. Ensure that the financial reporting functionality meets FAIMIS user needs. Support in this area shall include, but not be limited to, analyzing reporting requirements, enhancing the NRC's ability to use Business Objects for reports development, and debugging the current reports inventory. The contractor shall test business objects

universe updates as needed to support FAIMIS RWG reporting. The contractor shall also assist the RWG in re-testing existing reports against updated reporting universes and/or the MDW for accuracy and completeness. The contractor shall ensure that both the technical reporting environment and the Business Objects Reports themselves under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001, for the FAIMIS Migration Project can be maintained going forward.

8. Develop test procedures for reconciling FAIMIS Cost Allocation and License Fee Billing reports to input files from other feeder systems to FAIMIS and other source documentation. On a recurring basis, the contractor shall review and test the accuracy of the results from the FAIMIS Cost Allocation and License Fee Billing batch jobs to ensure the accuracy of the data for financial reporting purposes. The contractor shall verify and validate that the outputs are expected based on the data inputs. These batch jobs are run on an as needed basis.
9. The contractor shall identify/analyze FAIMIS software defects that are identified during migration and provide written recommendations for correcting these deficiencies to the COR.

### **Deliverables**

Comments and recommendations based on the requirements of this task shall be in written form to the COR. Reports shall include a statement that provides evidence of a review by the contractor, such as; "**Contractor Name** has performed a review of the Software Integrator's testing plan for the period of... and has identified the following issues and provides the following recommendations..."

The contractor shall perform the testing and document the results in the form of a Microsoft Word document that outlines the test scripts and provides a comparison of the actual results of testing to the expected result. The test results report shall also include a listing of issues that will need to be resolved by the Software Integrator identified under Contract No. NRC-HQ-11-C-33-0059, Task Order NRC-HQ-12-T-09-0001, for the FAIMIS Migration Project prior to final acceptance of the FAIMIS by the COR.

## **Task 4 – Assist the FAIMIS RWG with the Re-design and Implementation of the FAIMIS Business Analytics Reporting Environment.**

### **Requirements**

The contractor shall:

1. Identify and address inherent risks and document all tasks as needed to facilitate NRC taking control of the Business Objects Data Universes from the NBC (or new Software Integrator).
2. Re-design FAIMIS reporting universes as needed to support coding of FAIMIS Reports using Business Objects both in the production environment and against the MDW.
3. Re-code reports, using updates reporting universes, against production or the MDW (depending on which makes most sense from a technical and business perspective)

4. Perform configuration management as relates to data universe changes and re-coded reports testing. Document reports and universe changes.

### **Deliverables**

The contractor shall provide on-going input based on the initial review and bi-monthly reviews of the RWG Project Schedule.

The COR will accept work products from the contractor based on acceptance criteria outlined below.

The contractor shall also submit a bi-weekly report to the COR which includes a summary of work performed with specific descriptions of all open issues and related status, and all issues that were closed during the quarter. This report shall be submitted by email in Microsoft Word format no later than five business days after the end of the quarter.

### **ACCEPTANCE CRITERIA**

The report deliverables shall provide sufficient detail to ensure completeness, consistency, correctness, and accuracy of the work performed. All deliverable products shall be grammatically correct and contain correct spelling. All technical and financial terms shall be clearly defined. All final deliverable products shall be approved in writing by the COR. All reports, policy and/or guidance shall be in narrative form, analytical and discussing business best practices supplemented, where appropriate, with diagrams, charts, graphs and other illustrations.

## **A.3.5 MEETINGS AND TRAVEL**

### **Postaward Kick-off Meeting**

For tasks identified in Section A.3.4 above, the contractor shall participate in a postaward kick-off meeting no later than five (5) business days after award. The contracting officer will schedule and chair this meeting. The agenda for the meeting will be:

- *Welcoming Remarks*
- *Introductions: Roles and Responsibilities*

All of the participants (the COR, members of the RWG, the contracting officer, other representatives of NRC and the contractor) should briefly introduce themselves by describing their positions, organizations, and specific roles in relation to the implementation of the contract.

- *Meeting Purpose*

The contracting officer will briefly discuss the purpose of the meeting and agenda items.

- *Project Overview and Goals*

The high-level overview provided will come directly from the contract and Statement of Work (SOW). The COR will present the COR's view on what the project should accomplish and how the results will impact the Agency and its stakeholders.

- *Project Approach*

The contractor shall reiterate how it intends to achieve the project goals. This should be a high-level review of project components, including schedule, cost-containment, quality assurance, management controls, shared commitments (between the contractor and NRC), and communications strategies to ensure the best possible outcome.

- *Contract Review*

The contracting officer and COR will hold a discussion of the task order Statement of Work in order to clarify any potential ambiguities. It is useful for both sides to provide the necessary clarifications to avoid any problems during task order implementation.

- *Terms of the Task Order*

The contracting officer will review the general terms and conditions of the task order.

- *Technical Requirements*

This is a discussion of the technical and reporting requirements set forth the task order. Proper explanations must be given to the contractor regarding the nature and acceptability of contract deliverables. The COR will discuss the procedures to be applied for the acceptance and approval of deliverables.

- *Reporting Requirements*

The COR will raise any concerns about the expected quality of reports, COR approvals, report formatting or templates to be used, etc.

- *Contract Administration*

This is a general discussion regarding contract administration procedures with particular emphasis on the monitoring or surveillance of the contractor during the performance of the task order.

- *Performance Evaluation*

This is a brief discussion regarding the process by which the NRC will utilize to evaluate the contractor's performance under the contract, and that such information will be used in a federal database (Contractor Performance Assessment Reporting System - CPARS) for future use in agency source selection procedures.

- *Potential Problems*

The COR will raise potential bottlenecks or issues that may adversely affect performance and seek joint business solutions or contingency plans.

- *Limits of Authority*

The contracting officer will explain the scope and limits of the contracting officer's authority governing contract management and administration and obtain the same information from the representatives of the contractor.

- *Commitments*

Any commitments made by the parties will be documented and reviewed towards the end of the meeting to ensure a common understanding of what activities are pending and what action items will need to be addressed, and by whom.

- *Next Steps*

The contracting officer will close the meeting by reiterating the next steps on the project, including any significant activity in the next week or month.

- *Q&A Session*

A brief, time-limited question-and-answer session will be permitted to allow for any remaining questions or opportunities for clarification of issues discussed during the meeting.

### **Meeting Conclusion**

At the end of the meeting, a representative from the Division of Contracts will prepare the minutes of the meeting which become part of the contract file. The minutes must reflect the following information: names of participants, topics discussed and critical decisions made, issues that must be resolved, responsibilities and deadlines to take further actions. A copy of the minutes must be distributed to all meeting participants and other critical stakeholders.

### **Periodic FAIMIS Status Meetings**

To perform the tasks identified in Section A.3.4 above, the contractor shall attend status meetings with the COR to be conducted, at a minimum, on a bi-weekly (every other week) basis. Dates and times of status meetings will be mutually agreed upon by the COR and the contractor. The status meetings will be held at the NRC Headquarters in Rockville, MD. The contractor shall be prepared to make presentations or deliver status reports and/or discuss issues relevant to the status meetings. This requirement is for FAIMIS RWG tasks also.

### **Contractor Status Meetings**

For tasks in Section A.3.4 above, the contractor shall participate in status meetings with the COR to be conducted on a bi-weekly basis (every other week). Dates and times of status meetings will be mutually agreed upon by the COR and the contractor, with the contractor having the discretion to attend via conference call from their place of work. This requirement is for FAIMIS RWG tasks also.

### **Travel**

For Tasks identified in Section A.3.4 above, the contractor shall complete work associated with these tasks at the contractor's own facilities and/or NRC Headquarters in Rockville, MD. Travel to other locations will not be required. This requirement is for FAIMIS RWG tasks also.

**RWG Project Schedule and Configuration Management Plan**

For tasks relating to the FAIMIS RWG identified in Section A.3.4 above, the contractor shall provide a Project Schedule and updated Configuration Management Plan to the COR no later than 15 business days after award. The Project Schedule shall identify tasks necessary to implement a robust technical infrastructure for FAIMIS Reporting and shall include responsible parties, dependencies and timeframes and will be accepted by the COR.

**A.3.6 GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT**

For tasks identified in Section A.3.4 above, to facilitate the work to be performed, the COR will, upon request, provide the contractor with any needed materials documenting current applications systems, processes, requirements, and access to Government and other contractor personnel as required.

**TASK ORDER TERMS AND CONDITIONS**

All clauses and provisions applicable to the specific GSA FSS contract referenced under Block 2 of the Optional Form 347 and the clauses listed below shall apply to this order.

**A.4 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Michele Curtis  
Address: U.S. Nuclear Regulatory Commission  
CFO/DC/FSYSB  
Mail Stop: TWFN-9E2  
Washington, DC 20555

Telephone Number: (301) 415-7607

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. 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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the 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 this 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 project officer or must be confirmed by the project officer 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 project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

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

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

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

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer 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.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.



**A.5 2052.204-70 SECURITY**

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See Section J for 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, 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, 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 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 Security and the Contracting Officer. These changes will be under the authority of the changes clause.

(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 12356 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:

- (1) design, manufacture, or utilization of atomic weapons;
- (2) the production of special nuclear material; or
- (3) 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) 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. 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 12356.)

(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 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.

## **A.6 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (AUG 2011)**

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 PO 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 PO 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 Contracting Officer's Representative (COR) for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

#### **A.7 2052.204-71 SITE ACCESS BADGE REQUIREMENT**

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 Project Officer shall assist the contractor in obtaining the badges for the 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 must 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.

#### **A.8 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)**

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre- assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at:  
<http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

#### **A.9 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (AUG 2011)**

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval

required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. 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 employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, 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.

## SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel 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.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/ order without

delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to the NRC PO who will then provide them to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. 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 seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

## SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order 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.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the

individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint cards, through the NRC Contracting Officer's Representative (COR) to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. 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 seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

#### **CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST**

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

#### **A.10 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE (MAR 2011)**

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](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/order if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

#### **A.11 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)**

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

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

#### **A.12 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE II (AUG 2011)**

This contract shall commence on February 1, 2012, and will expire on January 31, 2013. The term of this contract may be extended at the option of the Government for an additional one-year period, from February 1, 2013 to January 31, 2014.



**A.13 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

Karen McGee, Technical Manager/Leader I  
Bill Kerrigan, Programmer/Analyst V  
Mike Gendron, Programmer/Analyst V

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

**A.14 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**

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.

**A.15 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(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.

**A.16 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

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

"Driving"--

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

#### **A.17 ELECTRONIC PAYMENT (AUG 2011)**

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- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

#### **A.18 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

#### **A.19 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 2 years .

#### **A.20 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond January 31, 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond January 31, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **A.21 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

#### **A.22 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

## **A.23 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)**

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

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

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

(b) Allocation of Rights.

(1) The Government shall have--

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

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

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

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

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

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

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

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

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

#### **A.24 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

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.

#### **A.25 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (AUG 2011)**

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

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

task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

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

## **A.26 ATTACHMENTS**

Attachment No. 1 – Billing Instructions for Labor Hour/Time and Materials Type Contract  
Attachment No. 2 – NRC Form 187