

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 15	
2. CONTRACT NO. NRC-HQ-11-C-33-0060		3. AWARD EFFECTIVE DATE MAR 22 2012		4. ORDER NO. NRC-HQ-12-T-33-0002		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique Malone Mail Stop: TWB/1 A31M Washington, DC 20555				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> N/A			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555				15. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE 3100			
LOCKHEED MARTIN SERVICES, INC. 700 N FREDERICK AVE GAITHERSBURG MD 208793328 TELEPHONE NO.				Department of Interior / NBC NRCPAYMENTS_NBCDENVER@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Task Order 2, Electronic Information Exchange (EIS) This is a labor-hour task order. Contractor Rep: Jeffery Funk Phone: 301-519-5808 Email: Jeffery.W.Funk@lmco.com COR: Luc Nguyen Total Obligated Amount: \$355,000 Total Contract Ceiling: \$542,889.78 Period of Performance: 03/12/2012 - 09/25/2012 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page Obligate: \$355,000 FAINIS:121490, DUNS:145969783, JCN:51280 Appx: 31X0200.012 NAICS: 541519, RPPA: OIS-12-170, B&R: 2012-10-51-J-143				26. TOTAL AWARD AMOUNT (For Govt. Use Only) Task Order Ceiling: \$542,889.78 Current Obligation: \$355,000			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: RFP. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Jeffery W. Funk</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Dominique Malone</i>			
30b. NAME AND TYPE OF SIGNER (TYPE OR PRINT) Jeffery W. Funk, Contracts Mgr.		30c. DATE SIGNED 3/22/2012		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Dominique Malone Worknet Number 172		31c. DATE SIGNED 3-12-2012	

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 21 2012

ADM002

STANDARD FORM 1449 (REV. 8/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

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PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Contract Type

The contract type for this task order is labor-hour.

B.2 Period of Performance

Base Period – March 12, 2012 – September 25, 2012

Option Period I – September 26, 2012 to September 25, 2013

Option Period II – September 26, 2013 to September 25, 2014

Option Period III – September 26, 2014 to September 25, 2015

Option Period IV – September 26, 2015 to September 25, 2016

B.3 Cost/Price

See Section J-1.

B.4 Consideration and Obligation-Time and Materials Contract (August 2011)

(a) Currently, the ceiling price to the Government for full performance under this contract is \$542,889.78.

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit; and (2) cost of materials totaling \$0.00.

(c) The amount presently obligated by the Government with respect to this contract is \$ 355,000.00

(d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

SECTION C - PERFORMANCE WORK STATEMENT**C.1 Background**

The Electronic Information Exchange (EIE) system supports the Nuclear Regulatory Commission (NRC)'s mission by providing a secure method to electronically transmit digitally-signed documents pertaining to licensing actions, adjudicatory hearings, and other regulatory matters as required by Title 10, Code of Federal Regulations (CFR), Part 2, Subpart C; Part 26.71; Part 40; Part 50.4; Part 70; and Part 100. The EIE system is owned by the Office of Information Services (OIS), Business Process Improvement and Applications Division (BPIAD). The EIE system is an electronic mail service for various Information Owners, i.e., those NRC Program Offices who are responsible (over the term of the lifecycle of the maintenance of the information in NRC systems) for the proper management of the information submitted via EIE to the NRC. EIE thus contains a number of subsystems (Workflows) each consisting of an automated set of business processes for the electronic receipt of a particular category of information on behalf of the Information Owners. Each Information Owner utilizes a data repository system, outside the EIE system boundary, for the retrieval and storage of information submitted through EIE. The Office of the Secretary, for instance, utilizes the data repository facilities of the Agency Wide Documents Access and Management System (ADAMS) for storage of its adjudicatory documents.

In effect, EIE delivers the equivalent of certified, return receipt requested mail (i.e. digitally signed electronic submissions) to a mailbox (i.e. file folder) for pickup (i.e. read and copy to the respective database repository) by the system owned by the appropriate Information Owner.

Maintenance and Operations (M&O) activities are performed by the contractor, in coordination with the EIE System Administrator (SYS Admin), by various Workflow Administrators (WFAs, one for each Workflow) and by the OIS Infrastructure and Computer Operations Division (ICOD) Data Center Manager, ICOD System Administrator and ICOD Database Administrator.

Each distinct Workflow that is used to process submitted information on behalf of its Information Owner has controls that support the security level of the information processed. The EIE system is scalable, so additional Workflows can be added to process different types of information. The current Workflows within EIE and their respective Information Owners are as follows:

1. General Workflow (GEN) - OIS / BPIAD
2. Adjudicatory Public (ADJ Public) - Office of the Secretary (SECY)
3. Record Classification Action (RCA) - Office of Nuclear Safety and Incident Response (NSIR)
4. Adjudicatory Non-Public (ADJ Non-Public) - Office of the Secretary (SECY)
5. Criminal History (CH) - Office of Administration (AD M)

The EIE system is currently under adaptive maintenance to integrate new features and capabilities into the system and is being implemented in stages. The most current EIE Release is focused on upgrading legacy GEN and CH workflows to new hardware and software and improving the user interface.

Due to the nature of the Criminal History data that EIE processes, temporary storage and transmission, EIE currently has an overall High security categorization. The system's High categorization is a critical consideration in the design of the EIE's current architecture to ensure that appropriate security controls are implemented throughout the entire system.

C.2 Scope of Work

Work will begin under this task order upon the Contractor receiving a change request from the Task Order Contracting Officer Representative through the NRC's IBM Rational Tools Suite.

The contractor shall provide M&O support of the EIE system as follows:

- Task 1 – Monitor day-to-day performance of the system to ensure that it is operating as designed and provide timely response (regarding trouble-shooting and problem resolution) to customers / end-users, WFAs, and EIE Task Order Contracting Officer Representative (COR) concerning operational issues
- Task 2 – Perform change control activities in accordance with configuration management (CM) policies and procedures in order to correct system defects, which would include operating system patching, Technical Change Requests (TCR) for environment changes and application change requests
- Task 3 – Perform change control activities in accordance with CM policies and procedures in order to make adaptive maintenance system enhancements, which would include creation and implementation of application Change Requests (CR)
- Task 4 – Procure hardware or software on the NRC's behalf to support requirements of EIE change control activities
- Task 5 – Provide support for activities related to continuous monitoring to support the existing Authorization to Operate (ATO)
- Task 6 – Perform certification and accreditation (C&A) activities necessary to achieve renewal of ATO
- Task 7 – Create and maintain an upgrade plan of all software necessary to operate the system and upgrade the system components in accordance with the plan
- Task 8 – Coordinate efforts between contractor staff, ICOD, and other NRC system owners in order to ensure operation of the system in accordance with terms of appropriate Memorandums of Understanding (MOU), Interconnection Security Agreements (ISA) and Service Level Agreements (SLA)

C.3 Specific Tasks

Task 1 – Monitoring

The contractor shall:

- A. Oversee daily system operations of all workflows and interfaces to other systems (ADAMS, e.g.) to assure processes are operating as designed.
- B. Identify potential bottlenecks, initiate corrective action as soon as any processing issues are identified, and notify all affected parties of the issue(s).
- C. Identify business process improvement opportunities that can be facilitated by the system and recommend system changes to stakeholders to improve processing efficiency.
- D. Develop system change requests on behalf of stakeholders.
- E. Coordinate system maintenance activities between developers, ICOD and stakeholders to minimize service disruption.
- F. Organize and conduct user acceptance testing for all system releases.
- G. Coordinate NRC web page changes to ensure compatibility with latest system design.

The contractor shall complete or assist in the completion and submission, as required, of the following list of resulting deliverables while accomplishing this task:

- 1. Monthly systems performance metrics including transaction volumes and availability.
- 2. Initial drafts of application Change Requests on behalf of the stakeholders.
- 3. System Requirements Specification (SRS).
- 4. Use Cases.
- 5. Documented results of user acceptance tests including test plans and success measures.

Task 2 - Change Requests for Defects

The NRC Task Order COR shall notify the contractor of system maintenance requests using the IBM Rational change request system, in accordance with the "OIS Application Change Request System Guide using Rational ClearQuest" to document all defect maintenance work performed.

For system changes resulting from defect maintenance work, the contractor will follow CM procedures necessary to maintain conformity of configuration of EIE servers in pre-production environments controlled by contractor (currently Development and Quality Assurance/Test) with EIE servers in Production Staging and Production environments (which are controlled by ICOD).

The contractor shall:

- A. Receive Change Requests from stakeholders, including end-users.

- B. Enter Change Requests into the EIE Rational tools.
- C. Adhere to the EIE Configuration Control Board (CCB) Charter (see Appendix A).
- D. Perform the role of EIE CCB Coordinator, with responsibilities as defined by the CCB Charter.
- E. Perform the roles of EIE Maintainer PM, Maintainer Developer and Maintainer Tester as defined by the Guide. The NRC Task Order COR will approve all test cases prior to development of Change Requests.

The contractor shall complete and submit the following list of deliverables while accomplishing this task:

- 1. Updated IBM Rational repository containing all EIE Change Requests and Releases.
- 2. Updated IBM Rational repository containing all EIE vetted requirements.
- 3. Updated IBM Rational repository containing all EIE project documents.
- 4. Test scripts for each EIE Release.
- 5. Transition and deployment plans for each EIE Release.
- 6. Release notes and updated system documentation associated with each EIE Release.

Task 3 - Change Requests for Adaptive Maintenance Enhancements

The NRC Task Order COR shall notify the contractor of system maintenance requests using the IBM Rational change request system, in accordance with the "OIS Application Change Request System Guide using Rational ClearQuest" to document all adaptive maintenance work performed.

For system changes resulting from adaptive maintenance work, the contractor will follow CM procedures necessary, using NRC-approved CM tools, to maintain conformity of configuration of EIE servers in pre-production environments controlled by contractor (currently Development and Quality Assurance/Test) with EIE servers in Production Staging and Production environments (which are controlled by ICOD).

The contractor shall:

- A. Analyze and document each submitted EIE Change Request (CR).
- B. Provide a schedule (using Microsoft Project Schedule), impact and cost analysis report to NRC EIE Project Manager prior to commencement of work.
- C. Develop and document SMART (Specific, Measureable, Attainable, Realizable and Time-bound) requirements for each EIE CCB-approved CR.

- D. Develop and document test scripts for each requirement.
- E. Develop new, enhanced, or change existing code to resolve each EIE CCB-approved CR.
- F. Perform and document a unit test for each EIE CCB-approved CR.
- G. Perform and document regression test for each EIE CCB-approved CR.
- H. Place the new, enhanced, or changed code in the appropriate build for the next scheduled EIE Release.
- I. Provide updated system and security documentation to incorporate changes resulting from each Release.
- J. Incorporate the required enhancement in the new Release of EIE.

The contractor shall complete and submit the following list of resulting deliverables while accomplishing this task:

- 1. CR Impact and cost analysis report.
- 2. Resource loaded, baselined Microsoft Project Schedule.
- 3. SMART Requirements for each approved CR.
- 4. Test scripts for each requirement in the approved CR.
- 5. Documented unit test results for each CR.
- 6. Documented regression test results for each CR.
- 7. Documented user acceptance test for each CR.
- 8. Documented system and security changes.
- 9. ICOD mandated 'Handoff Document' in accordance with SLA between EIE and OIS/ICOD/Computer Operations and Telecommunications Branch (COTB). SLA to be provided by the Task Order COR.

Task 4 – Procurement

When requested, the contractor shall provide hardware or software (Equipment) specifications to the NRC to support requirements of EIE including but not limited to: (1) hardware devices such as servers, hard drives, memory and related peripherals and (2) software required to support the processing of EIE or any components thereof.

The contractor shall:

- A. Provide technical specifications for all recommended Equipment.

- B. For all Equipment over \$3,000 in cost, the contractor shall obtain NRC Contracting Officer prior approval and provide at least three quotes to the Contracting Officer prior. When obtaining hardware and software product quotations, the contractor shall always seek the lowest priced technically acceptable quotes unless the Contracting Officer approves a cost/technical tradeoff process.

The contractor shall complete and submit the following list of resulting deliverables while accomplishing this task:

1. Specification sheet for each item of hardware or software, to include licensing and maintenance agreements.
2. Vendor contact information for each item for which a quotation was sought.
3. After purchase, compile a complete list of product licensing and maintenance agreements (complete with product keys or like information in order to access and renew the agreements) in order to efficiently hand-off the maintenance & operations of the system to IDOC. This information shall be accessible to the EIE Task Order COR via maintenance of a list retained in IBM Rational tools.

Task 5 – Continuous Monitoring

The contractor shall perform work in coordination with continuous monitoring security requirements of NRC Computer Security Office (CSO) in order to meet NRC and regulatory standards necessary to maintain the security posture of the EIE system and operate the system in accordance with the terms of its ATO.

The contractor shall:

- A. Assist the EIE Task Order COR with annual security planning matters to include coordination of work with CSO and its independent assessors and with Information Owners, as appropriate.
- B. Update security artifacts and assist with updates of related system documentation, to include maintenance of current versions in IBM Rational and ADAMS, as appropriate.
- C. Prepare, edit and perform quality assurance review of all security artifacts, and supporting system artifacts in order to perform and obtain CSO approval for Security Impact Assessments (SIA) of system modifications (for defect correction) and enhancements (for adaptive maintenance).

The contractor shall complete, or assist (as appropriate) with the completion and submission of the following list of resulting system and security deliverables while accomplishing this task:

Annual deliverables:

1. Calendar of security artifacts by official due date.
2. System Security Plan (SSP).

3. Annual Security Controls Test (ASCT).
4. Business Impact Analysis (BIA), Contingency Plan (CP), CP Test Plan (CTP) and Contingency Test Report (CTR).
5. Incident Response Plan (IRP), IR Test Plan (IRTP) and IR Test Report (IRTR).
6. Security Risk Analysis (SRA).

Quarterly deliverables:

1. Vulnerability Test Scans (VTS) and Quarterly Scan Results (QSR) reports.
2. Plan of Actions and Milestones (POA&M) reports.

Ad Hoc deliverables:

1. Updated inventory of hardware and software and architectural drawings of various environments in support of update of System Security Document (SAD).
2. Security Impact Analysis (SIA).
3. Deviation Requests (DR).

Task 6 – Certification & Accreditation

The contractor shall perform Certification and Accreditation (C&A) work in accordance with the requirements of NRC CSO, NRC PMM, and regulatory standards necessary to obtain renewal of the EIE ATO.

The contractor shall:

- A. Prepare, edit and perform quality assurance reviews of all security artifacts and supporting system artifacts.
- B. Provide project management assistance as required to assist in preparation and participation in the NRC's Designated Approving Authorities (DAA) briefing to receive ATO and any required follow-up work as a result.

The contractor shall complete, or assist (as appropriate) with the completion and submission of the following list of resulting system and security deliverables while accomplishing this task:

1. Updated inventory of hardware and software and architectural drawings of various environments in support of update of System Security Document (SAD)
2. New or updated security documentation required for the CSO Security Assessment Review (SAR) and ATO submission package to include Privacy Impact Assessment (PIA), Security Categorization (SecCAT, including accompanying e-Authentication assessment), System Security Plan (SSP), Security Test & Evaluation Plan (ST&E),

Vulnerability Assessment Report (VAR), ST&E Report, Security Risk Assessment (SRA), Deviation Request and Plan of Actions and Milestones (POA&M).

Task 7 – Updates

EIE consists of an integrated suite of products maintained 1) by ICOD providing data center operations, system administration and database administration; 2) by application developer providing adaptive maintenance development; and 3) by contractor providing M&O support. The products are currently maintained in four (4) environments hosted in two (2) separate physical facilities: Development and QA/Test environments are located outside of the NRC headquarters facility and Production Staging and Production environments are located inside the NRC headquarters facility.

The contractor shall:

- A. Prepare and maintain a Software Upgrade Plan (the Upgrade Plan) containing a strategy of when to upgrade the various software components of the system. The strategy should balance the desire to have newer operating systems, etc., that take advantage of new features (e.g. security) with the desire to not be a test facility for new, but not yet widely adopted technology. The Upgrade Plan should therefore coordinate with the NRC IT Roadmap and current Data Center, Security Operations Center (SOC) and Network Operations Center (NOC) operational plans / upgrade schedules. The Upgrade Plan should reflect the need to periodically respond to security-necessitated upgrades as dictated by NRC CSO.
- B. The Upgrade Plan shall contain a list of currently installed versions of all software necessary to operate the system compared to the latest versions available in the marketplace (i.e., that have been released to the public by the vendor).
- C. The list should clearly identify those components that are "linked" to other components, i.e., upgrading one will require upgrading the other in order to maintain functionality.
- D. Upgrade software components in accordance with the Upgrade Plan, ensuring (to the maximum extent practical) identical configuration of like components across the various EIE environments.
- E. Update the documents discussed in *Task 8 - Coordination* as appropriate.

The contractor shall complete, or assist (as appropriate) with the completion and submission of the following list of resulting system deliverables while accomplishing this task:

- 1. Software Upgrade Plan.
- 2. Master list of hardware by environment, with installed software on each device.
- 3. Master list of current versions of installed software compared to versions available in the marketplace.

4. As necessary, a resource-loaded Microsoft Project schedule detailing the activities, durations and resources necessary to perform software upgrades in conformity with the Upgrade Plan.

Task 8 – Coordination

EIE interconnects with the OIS Information Technology Infrastructure (ITI) system (which includes the 3-Tier production environment), OIS Authentication and Credentialing System (ACS) and OIS E-Mail System.

In addition, it interfaces with various backend data repository systems maintained by the Information Owners serviced by EIE. By Workflow, these include the following:

- GEN and ADJ Workflow – ADAMS, owned by the OIS Information and Records Services Division (IRSD).
- RCA Workflow – Structured Query Language (SQL) database on shared drive network server and Access database on 3-Tier server, both part of ITI, which is owned by OIS / ICOD.
- CH Workflow – ADM workstation on DESKTOP system, part of ITI, which is owned by OIS / ICOD.

The contractor shall:

- A. Provide change management notice and any supporting information, as required, to interconnecting and interfacing system owners concerning approved EIE change requests and Release timing.
- B. Advise EIE system owner of impacts from any change management notices, including supporting information, if any, received from interconnecting and interfacing systems.
- C. Provide ICOD-mandated Handoff Document to ICOD prior to deployment of new Releases.
- D. Update interconnecting and interfacing system documentation as necessary for any changes in the system's architecture, configuration or operations.

The contractor shall complete / update and submit the following list of resulting deliverables while accomplishing this task:

1. Update existing Memorandum of Understanding (MOU) agreements as required.
2. Interconnection Security Agreement (ISA).
3. Service Level Agreement (SLA, including accompanying ICOD-mandated Handoff Document).

C.4 Deliverables and Delivery Dates

Each EIE CCB-approved Change Request will be implemented as part of a scheduled Release or interim patch. Costs, deliverables, and expectations will be defined by contractor and approved by NRC Task Order COR within each Release.

C.5 Place of Performance

Work for this task order shall be performed at the contractor's site and at NRC Headquarters at 11555 Rockville Pike, Rockville, MD 20852. The contractor shall schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness to the NRC's requirements.

C.6 Project Management Methodology

The contractor shall comply with Management Directive (MD) 2.6, Project Management Methodology, in performing the requirements of this task order. See http://www.internal.nrc.gov/ADM/DAS/cso/Management_Directives/md2.6.pdf.

C.7 Documentation

The Contractor shall provide system documentation in accordance with NRC Management Directive (MD) 2.6, Project Management Methodology. The Task Order COR will provide the contractor with guidance on the required content of the documentation. Documents shall be updated according to the configuration management methodology approved by the Task Order COR. The contractor shall store all documentation in IBM Rational tools within the time frame specified by the Task Order COR. All documents developed shall become the property of NRC.

C.8 Expertise/Skills/Training

The contractor shall ensure that its personnel that work on this task order are appropriately qualified in the technologies and commercial products identified in the NRC's Technical Reference Model (TRM) which is accessible at <http://portal.nrc.gov/edo/cis/brief/EASE/TRM/default.aspx>. Training that is needed by the contractor's personnel on the technologies and commercial products identified in the NRC's Technical Reference Model (TRM) shall be at the expense of the contractor.

C.9 Productive Labor Hours**ADDENDUM TO PARAGRAPH (I) OF CLAUSE 52.212-4 ALTERNATE I**

The contractor may submit invoices to the Government only for "productive labor hours." "Productive labor hours" are defined as those hours expended by the contractor in performing requirements under a task order and are directly related to an NRC-issued change request that is issued to the Contractor through NRC's IBM Rational tools suite. Requests for operational support from NRC task orders under this contract will be issued to the contractor via change requests in NRC's IBM Rational tools suite and will include a ceiling number of contractor productive labor hours within a given period (e.g., 10 productive labor hours between 8:00 a.m. and 7:00 p.m.) If the contractor finds the number of productive labor hours in the change request to be unrealistically low, then the contractor shall inform the Task Order COR within a reasonable time after receiving the change request and should provide a written ceiling estimate

for the Task Order COR to consider. If the Task Order COR agrees with the contractor's written ceiling estimate, then the Task Order COR would make the change in IBM Rational tools suite or request that a person with access to the system make that change. The Government may not reimburse the contractor for any invoiced productive labor hours that are not directly related to a NRC issued and approved change request and/or that exceeds the number of hours included in the applicable change request.

SECTION D - PACKAGING AND MARKING**SECTION E - INSPECTION AND ACCEPTANCE**

See base contract

SECTION F - DELIVERIES OR PERFORMANCE

See base contract

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 Task Order Contracting Officer's Representative**

(a) The Task Order COR for this task order contract is:

Luc Nguyen
Office: Office of Information Systems (OIS)
Mailstop: OWFN/ 6 D3M
Washington, DC 20555-0001
Phone: 301-415-1049
Email: Luc.Nguyen@nrc.gov

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

- i. 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 Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.
- ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- iii. Review and, where required by the task order 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 task order contract. The Task Order COR does not have the authority to and may not issue any technical direction which:
- i. Constitutes an assignment of work outside the general scope of the contract.
 - ii. Constitutes a change as defined in the "Changes" clause of this contract.
 - iii. 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.
 - iv. Changes any of the expressed terms, conditions, or specifications of the contract.
 - v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) Technical directions must be issued in writing by the Task Order COR or must be confirmed by the Task Order COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the Contracting Officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the Contracting Officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the Task Order COR in the manner prescribed by this clause and within the Task Order COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the Task Order COR 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 Task Order COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1, Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the Task Order COR shall:
- a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.

- b. Assist the contractor in the resolution of technical problems encountered during performance.
- c. 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.
- d. Assist the contractor in obtaining the badges for the contractor personnel.
- e. 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.
- f. 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.
- g. 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

See base contract

PART II**SECTION I CONTRACT CLAUSES**

See base contract for clauses that apply to this task order.

SECTION J TASK ORDER ATTACHMENTS

- 1) Cost/Price Schedule
- 2) Performance Standards and Metrics.