

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES


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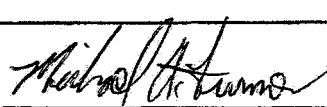
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

SPAN: NRC-HQ-11-A-10-0026

1. DATE OF ORDER SEP 27 2012		2. CONTRACT NO. (if any) GS35F0238X		6. SHIP TO:	
3. ORDER NO. 0002		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Attn: Claudia G. Melgar, 301-492-3487 Mail Stop: TWB-01-B10M Washington DC 20555		b. STREET ADDRESS Division of Facilities and Security Attn: Jesus Sanchez Mail Stop: TWB-5-B32M		c. CITY Washington	
7. TO:		d. STATE DC		e. ZIP CODE 20555	
a. NAME OF CONTRACTOR LIST INNOVATIVE SOLUTIONS, INC.		DUNS: 072296507		I. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER			
c. STREET ADDRESS 13921 PARK CENTER RD STE 500		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY HERNDON		e. STATE VA		f. ZIP CODE 201713236	
9. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R: 2012-40-51-F-156 JC: B1464 BOC: 3140 App No.: 31X0200 obligate: \$135,000.00 FAINIS: 123212 DUNS: 072296507 NAICS 541512 PSC: D317		10. REQUISITIONING OFFICE ADH			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EOWOSB				12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) See Page Two (2)	
a. INSPECTION NRC		b. ACCEPTANCE NRC		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Issuance of Task Order Number 2 Under GSA BPA Order No. NR-HQ-11-A-10-0026 Entitled "New Personnel Security Adjudication Tracking System" The Contractor shall make additional enhancements and configurations to PSATS, PSB processes as well as integration with other NRC systems. CONTRACTOR ACCEPTANCE:  Signature 9/27/2012 Date				See CONTINUATION Page	

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		d. STATE CO	e. ZIP CODE 00235-2230		
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Michael A. Turner, Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

17(h)
TOTAL
(Cont.
pages)

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AUTHORIZED FOR LOCAL REPRODUCTION
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OPTIONAL FORM 347 (REV. 2/2012)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

A.1 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: Jesus Sanchez

Address: U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001
Mail Stop: 5-B32M

Telephone Number: 301-492-3652

Email: Jesus.Sanchez@nrc.gov

(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.2 DURATION OF CONTRACT PERIOD (MAR 1987)

The Period of Performance of this first task order is October 1, 2012, through September 30, 2013.

A.3 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.4 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.5 SAFETY OF ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Contracting Officer's Representative (COR) shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Contracting Officer's Representative (COR) also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

A.6 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.

B.1 SUPPLIES OR SERVICES AND PRICE/COSTS

Price Schedule for Task Order TO2					
Period of Performance: 10/1/2012-9/30/2013					
CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	entellitrak® Professional – 10 Additional Concurrent User	1	Lot		\$
0002	entellitrak® Report Builder - 10 Additional User Licenses	1	Lot		
0003	entellitrak® Annual Support and Upgrade Subscription – 10 Additional Users	1	Lot		
0004	entellitrak® Report Builder Annual Support and Upgrade Subscription – 10 Additional Users	1	Lot		
0005	entellitrak® Annual Support and Upgrade Subscription – 25 Additional Users	1	Lot		
0006	entellitrak® Report Builder Annual Support and Upgrade Subscription - 25 Additional Users	1	Lot		
TOTAL FIRM FIXED PRICE					\$115,459.50

SOFTWARE CONFIGURATION SERVICES					
CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<ul style="list-style-type: none"> Contractor performance of statement of work requirements. Authorized labor categories and associated fixed hourly rates for the labor hour services include: <p>Labor Categories</p> <ul style="list-style-type: none"> Project Manager) Business Analyst Application Program Manager) 	1	Lot	\$192,315.00	\$192,315.00
TOTAL ESTIMATED AMOUNT – LABOR HOUR					\$192,315.00
TOTAL FIRM FIXED PRICE AND ESTIMATED LABOR HOUR					\$307,774.50

**B.2 CONSIDERATION AND OBLIGATION – FIRM-FIXED-PRICE
(CLIN 001 – CLIN 006)**

The firm fixed price of this contract for CLINS 0001 – CLIN 0006 is **\$115,459.50**.

**B.3 CONSIDERATION AND OBLIGATION – DELIVERY ORDER
(CLIN 007)**

- a. The total estimated amount of CLINS 0007 (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$192,315.00**.
- b. The amount presently obligated with respect to CLIN 007 is **\$19,540.50**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the ceiling as specified in paragraph (a) above. When and if the amounts(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract.

SECTION C - STATEMENT OF WORK FOR TASK ORDER 2

Personnel Security Adjudication Tracking System (PSATS) Enhancements and Configurations

I. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) is an independent Federal agency established by the Energy Reorganization Act of 1974 to regulate civilian use of nuclear materials. NRC's mission is to regulate the nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment.

The Intelligence Reform and Terrorism Prevention Act of 2004 and other legislative and OMB mandates, requires federal agencies to reduce the time it takes to conduct a background investigation and provide end-to-end automation of processes that supports determining suitability eligibility, creating adjudicative actions, and the granting of security clearances

The Office of Administration (ADM), Division of Facilities and Security (DFS), Personnel Security Branch (PSB), is responsible for providing assurance that NRC employees, consultants, contractors, and licensees are reliable and trustworthy to have access to NRC facilities, classified information, sensitive NRC information and equipment, nuclear power facilities, and special nuclear material. This is accomplished through PSB's review of completed security packages to determine temporary access authorizations as well as background investigations completed by the Office of Personnel Management (OPM) which are used to determine final access to classified information or access authorizations for prospective employees, contractors, licensees, etc. PSB provides day-to-day guidance and support to managers and supervisors in dealing with agency personnel security policies and procedures. PSB interacts with other federal agencies in matters related to government wide personnel security policies and procedures. PSB frequently interacts with other agency offices, such as the Office of Human Resources and the Office of General Counsel when making personnel security determinations or taking action based on personnel security policy.

With the acquisition of the Personnel Security and Adjudication Tracking System (PSATS), additional configuration is required in order to meet current and future needs of PSB. The continued automation of PSB processes will increase staff efficiencies, and ensure timely processing of required actions.

II. OBJECTIVE

The objective of this task order is to make additional enhancements and configurations to PSATS, to include added functionalities related to PSB processes as well as integration with other NRC systems. Further automation will greatly improve the efficiency, effectiveness and reduce costs associated with managing NRC programs.

III. SPECIFIC TASKS

1. The Contractor shall deliver commercial item Case Management software licenses for 10 concurrent users configured for end-to-end recording, tracking, and processing personnel security background investigation cases that meet the general feature requirements and 10 Report Builder licenses.
2. The Contractor shall provide 1 system licenses and software maintenance and support for the current 25 concurrent user licenses.
3. The Contractor shall perform gap analysis between PSATS v1.0 and NRC's Phase II requirements described in the "PSATS Phase II System Requirements Specification" document and deliver a gap analysis report to the NRC Contracting Officer Representative (COR). This document will be furnished by the NRC to the Contractor.
4. The Contractor shall, at the Contractor's facility, configure the software to meet NRC requirements based on the results of the gap analysis and provide a User Acceptance Test environment for the NRC to verify requirements.
5. The Contractor shall install the software on NRC's PSATS Pre-Production environment.
6. The Contractor shall provide a Test Plan and Test Script for testing the software with NRC requirements. The Contractor shall develop a System Test and Acceptance Plan. The Test and Acceptance Plan shall establish the processes, test cases, and schedules that will be used to verify that the deployed system meets operational, feature, functionality, and interoperability requirements specified in the contract.
7. The Contractor shall implement the plan and document the results. The Contractor shall provide the NRC COR a copy of the test and evaluation results within 48 hours of completion of the task.
8. The Contractor shall install the software on NRC's PSATS Production environment.
9. The Contractor shall identify and present for NRC consideration, additional hardware and software needs that may have been initially overlooked, unanticipated or is necessary for future growth and enhancement of the software.
10. The Contractor shall provide technical support to make fixes and/or enhancements to the software.
11. The Contractor shall configure the software to allow for logic associated with confirmation of pre-employment checks for the different candidate types.
12. The Contractor shall configure the software and provide scripts to accept data, creating a flat-file interface, between the ACCESS-PCI system and PSATS.
13. The Contractor shall configure the software to further develop the 'Appeal Denial' process currently in PSATS.
14. The Contractor shall configure the software to allow for editing of correspondence by multiple users.

15. The Contractor shall configure the software to allow for ingest of the e-QIP security questionnaire from OPM's secure portal if that capability becomes available.
16. The Contractor shall configure the software to allow for built in logic pertaining to clearance level and risk.
17. The Contractor shall configure the software in order to create an easily accessible repository for PSB reference documents.
18. The Contractor shall configure the software to ensure that it is PIV enabled.
19. The Contractor shall provide a monthly status report to the NRC CO and COR. The status report is to include, but not limited to:
 - Project Name
 - Reporting Period
 - Accomplishments For This Period
 - Upcoming Activities
 - Issues
 - Risks
 - Project Hours and Cost Incurred For the Period
 - Action Items
20. The Contractor shall provide a Project Plan to include the major products, milestones, activities and resources required that represent the how and when this project's objectives are to be achieved. The Project Plan shall document planning assumptions and decisions and document approved scope, cost and schedule baseline. The Contractor shall also provide a Project Schedule using Microsoft Project 2003 or higher.

IV. SCHEDULE OF DELIVERABLES

All deliverables shall be delivered in both hard copy and electronic format to the NRC COR by the date specified in the work item delivery schedule.

Deliverable	Responsibility	Delivery Schedule
PSATS Phase II System Requirements Specification Document	NRC COR	Within 30 calendar days of award of Task Order 2,
Software licenses for 10 concurrent users	Contractor	Within 30 calendar days of award of Task Order 2,
Report Builder 10 concurrent user licenses	Contractor	Within 30 calendar days of award of Task Order 2,
Software documentation	Contractor	Within 30 calendar days of award of Task Order 2,
Draft Gap Analysis Report (GAR)	Contractor	Within 30 calendar days of receipt of requirements document,
NRC Review and Comment on GAR	NRC COR	Within 5 business days of receipt of the GAR
Final GAR	Contractor	Within 5 business day of receipt of NRC's review of GAR
Approve and Sign GAR	NRC COR and Contractor	Within 2 business days of receipt of Final GAR
Draft Project Plan	Contractor	Within 10 calendar days of task order Award
NRC Review and Comment on Project Plan	NRC COR	Within 5 business days of receipt of the Project Plan
Approve and Sign Project Plan	NRC COR and Contractor	Within 3 business days of receipt of Final Plan
Approve and Sign Project Schedule	NRC COR and Contractor	Within 3 business days of receipt of Final Plan and updated monthly
Test and Acceptance Plan - The System Acceptance Test and Evaluation Plan shall establish the processes, test cases, and schedules that will be used to verify that the deployed system meets operational, feature, functionality and security requirements specified in the contract and detailed system design.	Contractor	On the date System Acceptance and Evaluation Testing will begin as agreed upon by the COR and Contractor.
System Acceptance Test and Evaluation results	NRC COR	Within 5 business days of completion of System Acceptance Test and Evaluation
Written monthly status report to the NRC CO and COR	Contractor	Monthly

Deliverable Standards

All deliverables shall be delivered no later than the date specified in the task order. Any changes in the schedule must be negotiated as a bilateral modification to the task order. Deliverables shall be transmitted with a cover letter addressed to the NRC COR, on the contractor's letterhead, describing the contents and identifying task order number and title.

Draft and Final Submission

All reports shall be submitted in draft form for comment to the NRC COR. The NRC COR will review reports and submit comments to the contractor within 5 days from receipt of the report. The contractor shall incorporate into the final deliverable documentation any NRC comments received on the draft reports within 3 business days of receipt of comments from the NRC COR.

The NRC COR will review all draft documents submitted as part of BPA deliverables for conformity to the standards referenced in the SOW. Any changes required after the first revision cycle shall be completed at no additional cost to the Government. The first revision cycle for a deliverable shall be acceptable to the Government when the contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC COR on their review of the initial draft.

The following provisions also apply to all deliverables:

Reporting Requirements: In addition to meeting the delivery schedule in the timely submission of any draft and final reports, summaries, data, and documents that are created in the performance of this BPA, the contractor shall comply with the directions of the NRC regarding the contents of the report, summaries, data and related documents to include correcting, deleting, editing, revising, modify, formatting, and supplementing any of the information contained therein at no additional cost to the NRC. The reports, summaries, data and related documents will be considered draft until approved by the NRC COR in writing.

Publication of Results: Prior to any dissemination, display, publication or release of articles, reports, summaries, data or related documents developed under the GSA FSS contract, the contractor shall submit for review and approval by the NRC COR the proposed articles, reports, summaries, data and related documents that the contractor intends to release, disseminate or publish to other persons, the public or any other entities. The contractor shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents or the contents therein that have not been reviewed and approved by the NRC COR in writing for release, display, dissemination or publication.

The contractor agrees to conspicuously place any disclaimers, markings or notices directed by the NRC on any articles, reports, summaries, data and related documents that the contractor intends to release, display, disseminate or publish to other persons, the public or any other entities. The contractor agrees and grants a royalty free, nonexclusive, irrevocable world-wide license to the government to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data and related documents developed under the GSA FSS contract, for any governmental purpose and to have or authorize others to do so.

Identification/ Marking of Sensitive and Safeguards Information: The decision, determination or direction by the NRC that information constitutes sensitive or safeguards information remains

exclusively a matter within the authority of the NRC to make. In performing the BPA, the contractor shall clearly mark sensitive unclassified non-safeguards information, sensitive, and safeguards information to include for example Official Use Only and Safeguards Information on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet forms (e.g., NRC Form 461 Safeguards Information and NRC Form 190B Official Use Only) in maintaining these records and documents. The contractor will ensure that sensitive and safeguards information is handled appropriately, maintained and protected from unauthorized disclosure. The contractor shall comply with the requirements to mark, maintain and protect all information including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954, as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.6.

V. PLACE OF PERFORMANCE

The CORTS software shall be installed and configured on NRC owned computer equipment located in the NRC Headquarters Data Center at 11545 Rockville Pike, Rockville, Maryland. The Contractor shall be required to be at NRC Headquarters to perform the installation, configuration and business requirement gap analysis.

VII. RIGHTS IN DATA--GENERAL

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

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"--

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"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.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights", as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data", means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"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) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless

provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

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

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the 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 unless the Contractor--

(i) Identifies the data; and

(ii) 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 or, if such data are restricted computer software, the

Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph

(e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.