

U. S. Nuclear Regulatory Commission
BEST VALUE
BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

In the spirit of Acquisition streamlining, the U. S. Nuclear Regulatory Commission and
Booz Allen Hamilton, Inc. enter into an agreement to facilitate the acquisition
of Information Technology (IT) services from the General Service Administration (GSA) Federal
Supply Schedule (FSS) Contract(s) GS-35F-0306J-DR-33-05-397
(insert number(s))

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for
sources, the development of technical documents, solicitations and the evaluation of bids and offers.
Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with
the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s),
this BPA and those set forth in the individual task order shall govern performance on that order. In no
event will the Terms and Conditions set forth in either this BPA or the individual order be construed as
changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

David A. K. 9/30/2005
Contracting Officer DATE

U. S. Nuclear Regulatory Commission

A. J. [Signature] 9.30.05
BPA Team Leader DATE

VICE PRESIDENT

Title

Booz Allen Hamilton, Inc.
Company Name

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(other auditing activity may be
listed)

GSA SCHEDULE BLANKET PURCHASE

Building 2, 3rd Floor

717 Elden Street, Suite 300

Herndon, VA 20170-4810

AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall provide Enterprise Architecture (EA) support services. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to U. S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA

Attachment A details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

A.1 CLAUSES INCORPORATED BY REFERENCE:

FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-
MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

A.2 SEGREGATION OF COSTS

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

A.3 REPRESENTATIVE OF THE CONTRACTING OFFICER

a. The following named Contracting Officer's Technical Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

(To be specified when orders are issued)

b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

A.4 TASK ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provide Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

A.5 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Task Orders. However, on occasion Labor Hour Task Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 5%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique U. S. Nuclear Regulatory Commission Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related TDY expenses) in order

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to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an U. S. Nuclear Regulatory Commission Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

A.6 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A.7 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the U. S. Nuclear Regulatory Commission mission but not otherwise available within U. S. Nuclear Regulatory Commission.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare

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work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

A.8 TERM OF BPA

This BPA expires on 09-30-2006 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U. S. Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the U. S. Nuclear Regulatory Commission/Contracting Officer if at any time prior to 09-30-2006 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U. S. Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 7 days written notice to the BPA holder by the U. S. Nuclear Regulatory Commission Contracting Officer.

A.9 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.10 AUTHORIZED USERS

Government Contracting Officers representing U. S. Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

A.11 2052.204.70 SECURITY (MAR 2004)

~~(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.~~

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

under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

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

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

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

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

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or

category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

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

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

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

A.12 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

A.13 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004)

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management

Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, 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 two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS 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 GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA 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.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

~~A.14 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL~~ **(FEB 2004)**

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

SECURITY REQUIREMENTS FOR LEVEL I

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

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a

significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

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

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

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

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

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

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract

without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

A.15 SEAT BELTS

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

A.16 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

A.17 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Karen Kaye

Address: U. S. Nuclear Regulatory Commission
Mail Stop (T-6C30)
Washington, DC 20555-0001

Telephone Number: (301) 415-5768

(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.â€œ

(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.

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

A.19 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

A.20 2052.215-70 KEY PERSONNEL (JAN 1993)

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

To be completed for each
individual task order.

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.21 INVOICES

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

3.0 LABOR RATES

#	LABOR CATEGORY	Year 7 (9/29/05 - 3/31/06)		Year 8 (4/1/06 - 3/31/07)	
		Contractor Site	Government Site	Contractor Site	Government Site
1	Program Manager	\$ 171.87	\$ 120.64	\$ 177.37	\$ 124.50
2	Project Manager	\$ 123.83	\$ 97.14	\$ 127.79	\$ 100.25
3	Senior Comp Soft/ Integration Analyst	\$ 108.89	\$ 85.40	\$ 112.37	\$ 88.13
4	Senior Computer Specialist	\$ 90.74	\$ 70.48	\$ 93.64	\$ 72.71
5	Subject Matter Expert, Level I	\$ 135.57	\$ 101.41	\$ 139.91	\$ 104.66
6	Subject Matter Expert, Level II	\$ 172.95	\$ 132.37	\$ 178.48	\$ 136.61
7	Subject Matter Expert, Level III	\$ 197.49	\$ 135.57	\$ 203.81	\$ 139.91
8	Senior BPR Specialist	\$ 92.87	\$ 80.06	\$ 95.84	\$ 82.62
9	Principal BPR Specialist	\$ 120.64	\$ 92.87	\$ 124.50	\$ 95.84
10	Computer Specialist	\$ 68.32	\$ 56.58	\$ 70.51	\$ 58.39
11	Junior Computer Specialist	\$ 46.97	\$ 41.63	\$ 48.47	\$ 42.96
12	Senior Financial Analyst	\$ 121.70	\$ 92.87	\$ 125.59	\$ 95.84
13	Financial Analyst	\$ 79.00	\$ 65.12	\$ 81.53	\$ 67.20
14	Junior Financial Analyst	\$ 67.25	\$ 57.66	\$ 69.40	\$ 59.51
15	Senior Computer Systems Analyst	\$ 91.81	\$ 79.00	\$ 94.75	\$ 81.53
16	Computer Systems Analyst	\$ 76.86	\$ 65.12	\$ 79.32	\$ 67.20
17	Junior Computer Systems Analyst	\$ 66.19	\$ 53.39	\$ 68.31	\$ 55.10
18	Telecom Systems Analyst	\$ 75.79	\$ 59.79	\$ 78.22	\$ 61.70
19	Applications Programmer	\$ 57.66	\$ 46.97	\$ 59.51	\$ 48.47
20	Computer Systems Programmer	\$ 67.25	\$ 56.58	\$ 69.40	\$ 58.39
21	Senior Computer Programmer	\$ 74.73	\$ 59.79	\$ 77.12	\$ 61.70
22	Computer Programmer	\$ 56.58	\$ 46.97	\$ 58.39	\$ 48.47
23	Junior Computer Programmer	\$ 46.97	\$ 41.63	\$ 48.47	\$ 42.96
24	Principal Information Engineer	\$ 123.83	\$ 96.08	\$ 127.79	\$ 99.15
25	Senior Information Engineer	\$ 92.87	\$ 74.73	\$ 95.84	\$ 77.12
26	Information Engineer	\$ 67.25	\$ 57.66	\$ 69.40	\$ 59.51
27	Data Base Manager	\$ 91.81	\$ 74.73	\$ 94.75	\$ 77.12
28	Data Base Mgmt Specialist	\$ 65.12	\$ 55.52	\$ 67.20	\$ 57.30
29	Quality Assurance Manager	\$ 77.93	\$ 60.85	\$ 80.42	\$ 62.80
30	Quality Assurance Specialist	\$ 60.85	\$ 51.25	\$ 62.80	\$ 52.89
31	Senior Systems Engineer	\$ 80.06	\$ 68.32	\$ 82.62	\$ 70.51
32	Software Engineer	\$ 57.66	\$ 45.90	\$ 59.51	\$ 47.37
33	Systems Engineer	\$ 57.66	\$ 45.90	\$ 59.51	\$ 47.37
34	Senior Interdisciplinary Engineer	\$ 114.23	\$ 85.40	\$ 117.89	\$ 88.13
35	Interdisciplinary Engineer	\$ 92.87	\$ 74.73	\$ 95.84	\$ 77.12
36	Operations Research Analyst	\$ 59.79	\$ 51.25	\$ 61.70	\$ 52.89
37	Network Installation Technician	\$ 48.97	\$ 40.57	\$ 48.47	\$ 41.87
38	Telecomm Network Engineer	\$ 67.25	\$ 56.58	\$ 69.40	\$ 58.39
39	Senior Telecomm Network Engineer	\$ 86.47	\$ 80.06	\$ 89.24	\$ 82.62
40	Telecommunications Analyst	\$ 67.25	\$ 57.66	\$ 69.40	\$ 59.51
41	Telecomm Operations Specialist	\$ 83.27	\$ 68.32	\$ 85.93	\$ 70.51
42	Com Network Manager	\$ 66.19	\$ 54.44	\$ 68.31	\$ 56.18
43	Communications Specialist	\$ 58.71	\$ 50.17	\$ 60.59	\$ 51.78
44	Help Desk Manager	\$ 83.27	\$ 69.39	\$ 85.93	\$ 71.61
45	Help Desk Specialist	\$ 66.19	\$ 59.79	\$ 68.31	\$ 61.70
46	Senior Comp Security Systems Specialist	\$ 80.06	\$ 72.59	\$ 82.62	\$ 74.91
47	Comp Security Systems Specialist	\$ 75.79	\$ 65.12	\$ 78.22	\$ 67.20
48	Testing Specialist	\$ 65.12	\$ 50.17	\$ 67.20	\$ 51.78
49	Senior Training Specialist/Instructor	\$ 77.93	\$ 65.12	\$ 80.42	\$ 67.20
50	Training Specialist/Instructor	\$ 67.25	\$ 53.39	\$ 69.40	\$ 55.10

#	LABOR CATEGORY	Year 7 (9/29/05 - 3/31/06)		Year 8 (4/1/06 - 3/31/07)	
		Contractor Site	Government Site	Contractor Site	Government Site
51	Facilitator	\$ 74.73	\$ 59.79	\$ 77.12	\$ 61.70
52	Documentation Specialist	\$ 43.77	\$ 34.16	\$ 45.17	\$ 35.25
53	Research Analyst	\$ 44.84	\$ 33.09	\$ 46.27	\$ 34.15
54	Technical Writer/Editor	\$ 46.97	\$ 43.77	\$ 48.47	\$ 45.17
55	Technical Typist	\$ 40.57	\$ 33.09	\$ 41.87	\$ 34.15
56	Project Control Specialist	\$ 52.31	\$ 39.50	\$ 53.98	\$ 40.76
57	Senior Project Control Specialist	\$ 68.32	\$ 54.44	\$ 70.51	\$ 56.18
58	Program Administration Specialist	\$ 54.44	\$ 43.77	\$ 56.18	\$ 45.17
59	Senior Program Admin Specialist	\$ 74.73	\$ 59.79	\$ 77.12	\$ 61.70
60	Advanced Technology Prog Manager	\$ 206.03	\$ 153.72	\$ 212.62	\$ 158.64
61	Advanced Technology Project Manager	\$ 169.73	\$ 120.64	\$ 175.16	\$ 124.50
62	Advanced Technology Task Leader	\$ 127.03	\$ 98.21	\$ 131.09	\$ 101.35
63	Advanced Tech Sr Applications Developer	\$ 105.69	\$ 83.27	\$ 109.07	\$ 85.93
64	Advanced Tech Applications Developer	\$ 91.81	\$ 73.66	\$ 94.75	\$ 76.02
65	Internet/Intranet Site Developer	\$ 91.81	\$ 73.66	\$ 94.75	\$ 76.02
66	Internet/Intranet HTML Developer	\$ 66.19	\$ 54.44	\$ 68.31	\$ 56.18
67	Systems Design Architect, Level III	\$ 215.64	\$ 170.81	\$ 222.54	\$ 176.28
68	Systems Design Architect, Level II	\$ 161.19	\$ 120.64	\$ 166.35	\$ 124.50
69	Systems Design Architect, Level I	\$ 139.84	\$ 106.75	\$ 144.31	\$ 110.17
70	Systems Design Engineer, Level III	\$ 203.89	\$ 153.72	\$ 210.41	\$ 158.64
71	Systems Design Engineer, Level II	\$ 178.27	\$ 123.83	\$ 183.97	\$ 127.79
72	Systems Design Engineer, Level I	\$ 150.52	\$ 116.37	\$ 155.34	\$ 120.09
73	Systems Security Expert	\$ 186.42	\$ 153.72	\$ 202.71	\$ 158.64
74	Senior Computer Sys Security Specialist	\$ 101.41	\$ 83.27	\$ 104.66	\$ 85.93
75	Junior Computer Sys Security Specialist	\$ 67.25	\$ 54.44	\$ 69.40	\$ 56.18
76	Senior INFOSEC Engineer	\$ 105.69	\$ 83.27	\$ 109.07	\$ 85.93
77	Junior INFOSEC Engineer	\$ 66.19	\$ 54.44	\$ 68.31	\$ 56.18
78	Senior Network Security Analyst	\$ 123.83	\$ 98.21	\$ 127.79	\$ 101.35
79	Junior Network Security Analyst	\$ 91.81	\$ 73.66	\$ 94.75	\$ 76.02
80	Systems Security Research Analyst	\$ 55.52	\$ 45.90	\$ 57.30	\$ 47.37
81	Information Technology Principal	\$ 199.62	\$ 163.33	\$ 206.01	\$ 168.56
82	Information Technology Senior Associate	\$ 146.25	\$ 123.83	\$ 150.93	\$ 127.79
83	Information Technology Associate	\$ 108.89	\$ 90.74	\$ 112.37	\$ 93.64
84	Information Technology Senior Consultant	\$ 77.93	\$ 67.25	\$ 80.42	\$ 69.40
85	Information Technology Consultant	\$ 59.79	\$ 50.17	\$ 61.70	\$ 51.78
86	Information Technology Researcher	\$ 43.77	\$ 38.43	\$ 45.17	\$ 39.66
87	Administrative/Clerical - Level I	\$ 35.23	\$ 35.23	\$ 36.36	\$ 36.36
88	Administrative/Clerical - Level II	\$ 61.93	\$ 61.93	\$ 63.91	\$ 63.91
89	Administrative/Clerical - Level III	\$ 88.60	\$ 88.60	\$ 91.44	\$ 91.44

**DR-33-05-397
SECTION B****Expert Support for NRC Enterprise Architecture (EA)
IT-Business Collaboration****B. BLANKET PURCHASE AGREEMENT STATEMENT OF WORK (SOW)****1.0 General****Statement of Work****1. Background**

The U.S. Nuclear Regulatory Commission (NRC) issued policies and procedures for Enterprise Architecture in the NRC Management Directive 2.1, Information Technology Architecture in 1999. This directive referenced components that were developed in-house and used by the NRC to govern systems development (Enterprise Model, Technical Reference Model, Charter for Data Standards, IT Technical Architecture). This directive supported NRC's compliance with a defined information technology architecture and standards as required by the Clinger-Cohen Act of 1996. By 1999 the NRC had already created a number of Information Technology Architecture or Enterprise Architecture (EA) components, several of which still contain useful information.

EA Process

Beginning in 2003, NRC migrated the data from the inventory of systems and the paper-based EA components into a System Architect (SA) software repository tool with a web-based interface. This EA repository is now populated and called the NRC Enterprise Architecture Repository System (EARS). Since that time, efforts have been made to make the EARS information current and bring it into alignment with the Federal Enterprise Architecture (FEA) reference models.

In an effort to further strengthen its EA and mature its EA program, NRC is now seeking to add data and information to SA repository and make it available through EARS to increase its value and use in IT investment decision-making.

IT Investment Process

Beginning in 1999, the NRC developed a Capital Planning and Investment Control process (CPIC) that is compliant with OMB guidance in the A-130. This CPIC process has been used to manage agency IT investments through their lifecycle. In the Selection process it required system sponsors to submit Screening Forms and Business Case documentation for review and approval by agency senior executives. The CPIC process was documented in a separate NRC Management Directive 2.2.

SDLCM Process

For over 10 years, the agency has utilized a Systems Development Lifecycle Methodology (SDLCM) for systems development. This SDLCM supported an older methodology and artifacts and has now been replaced with a modern methodology based on the IBM Rational Unified Process (RUP).

IT Portfolio Management Process

Although the NRC has maintained an inventory of its systems, there has not been an established process for overseeing and managing its major IT investments as a Portfolio for decision-making. During 2005 the NRC has implemented ProSight as an automated tool for preparation of the OMB Exhibit 300s and Exhibit 53. The OMB Exhibit 300s are required to align with the Federal Enterprise Architecture and report on cost and schedule variances. In the future the ProSight software will be used for defining and implementing an IT Portfolio process.

New PMM Methodology

The NRC has recently transitioned to a newly implemented Project Management Methodology (PMM). The PMM integrates the older EA, CPIC, and SDLCM processes into a unified methodology that provides integrated policies and procedures for IT system development covering the full life cycle and meeting legislative and NRC requirements.

Improvements to EA

The NRC has identified areas of improvement in the EA functions and support to strengthen IT planning and systems integration for its IT investments. During 2004, the NRC underwent an EA assessment by OMB and received feedback on the NRC EA Completion and Use Plan on the need to improve the agency EA program to comply with OMB guidance. The NRC is interested in raising its EA rating and improving its EA practices to better serve the Agency and achieve higher OMB scoring.

EA Sponsorship

The NRC EA program is led by the NRC Office of Information Services (OIS) in partnership with the NRC business offices. Although EA is an Agency-wide effort, the OIS lead recognizes the need to address business segments within its EA individually. At this time an EA Steering Committee with agency wide senior management is still in the formation stages. The primary sponsor of the EA is the NRC CIO.

Extending EA for Classified Systems

The current NRC EA was developed for unclassified systems. It includes web enabled systems and protections for public access to some agency data. The agency has implemented some procedures and controls for electronic submission of regulatory data by licensees, which includes the protection and authentication of users. The agency has also implemented systems to support adjudicatory processes, which include protections and controls for a future electronic courtroom.

Required EA Support--classified

The NRC Offices have systems for safeguards and classified information which have not been included in the NRC EA planning activities. The NRC is interested in initiating the EA planning for this data and these systems to more fully serve the Agency in collaboration with the respective business owners. This EA planning would initiate with developing a vision, defining the lines of business, and developing the technical architecture and security controls that would be required to protect systems and data in this environment.

Required EA Support—Unclassified

The NRC Office of Information Services (OIS), which has the governance authority for the agency IT investments and compliance with OMB guidance, is interested in obtaining a full range of expert EA support to include, but not limited to, the following:

- a) Expand the existing NRC EA repository through the addition of data and information to the SA repository;
- b) Improve usability and access to EARS information available to NRC users; this includes NRC user training, outreach, and marketing to improve understanding of EA and institutionalize its use and benefit to planning and managing agency IT investments;
- c) Improve EA processes through best practices from private industry and Federal government; work with OIS to implement and utilize improved EA processes;
- d) Evolve the utilization and processes for EA to support business transformation (the current EA is utilized for compliance);
- e) Work with OIS to fully integrate EA within PMM and the NRC budget formulation process;
- f) Support EA change management processes;
- g) Provide support to NRC offices for “line of business” analysis; support includes developing business vision, updating elements in the EA inventory, business and technical analysis,
- h) Develop a Modernization Blueprint that includes the lines of business; the Blueprint should include an analysis of the NRC current EA and a definition of the NRC target EA; the Blueprint should align the NRC EA with Federal Enterprise Architecture;
- i) Provide all support necessary to effectively transition components in the NRC current EA to the NRC target EA defined in the Modernization Blueprint;
- j) Provide support to establish an EA collaboration framework to better serve NRC business owners;
- k) Provide support for NRC policy and process development and institutionalization;
- l) Provide support for the strategic planning and implementation of new architectural processes such as Service Component Based Architecture.

2.0 Objective

The Contractor shall provide necessary personnel, management, materials, administrative and technical services required as requested for the tasks outlined in the BPA.

3.0 Scope

The contractor shall provide:

- 1) a full range of EA services to expand the current NRC EA program to better meet the needs of the NRC business offices;
- 2) EA services to initiate and plan an EA program for safeguards and classified information. These have not been included to date in the NRC EA planning activities. Developing the technical architecture and required security controls to protect the systems and data in this environment are critical.
- 3) support for both unclassified and classified systems.

A. Task Order Work Requests

The NRC will request the specific tasks under this SOW by issuing separate task orders. Task orders for unclassified systems support will initially be separate from the task orders for classified systems support. OMB guidance to address security throughout all layers of the enterprise architecture will be followed utilizing the security profile published by the CIO Council's Architecture and Infrastructure Committee (AIC)

B. Task Orders Request for Proposal

The contractor shall, in response to each work order, submit its technical proposal and price quote within 10 working days of receipt of the work order, unless otherwise directed by the NRC Contracting Officer. The technical proposal will include the contractor's approach to accomplish the required tasks, and its schedule for performing the work and for providing the work deliverables. Proposals for work with classified systems shall include consideration of security clearances for all proposed staff. (See the BPA Task Order Procedures.)

C. EA Services Supported

Task orders for EA support for the OIS and its partner offices may cover any task within the full range of EA services to include but not be limited to:

- Further define and expand the NRC EA through the addition of data and information to the SA repository
- Improve and increase the NRC information available to EARS users
- Alignment of the NRC EA with the FEA reference models
- Business process identification and improvement
- Developing a line of sight between the Agency mission, goals, and the IT projects supporting those goals
- Support for clearly updating and articulating the NRC business vision
- Support for performance metrics identification for NRC IT investments
- Support for further integration of EA into the PMM and the budget formulation process
- Support for OMB or GAO data calls as requested

- Support for modernization planning (Agency-wide or Line of Business specific)
- Support for all activities related to Service Oriented Architectures and/or component reuse
- Identification and application of best practices from private industry or Federal government
- Development of EA models
- Support for EA outreach and training
- Improve data integration and sharing leveraging the FEA DRM
- Increase re-use of assets (shared services, system documentation, re-engineered processes, etc)
- Performance management
- Transition support
- Transition planning
- Change management
- EA Vision
- EA and IT business strategy development; including mission statement, business objectives, strategies, critical success factors, and balanced scorecard
- EA analysis of external environment; including best practices and technology trends
- Development of Business Rules
- Development of principles and constraints; including organization, data, technology
- Development of an Enterprise Transformation Plan
- Support for analysis of services and technology offered by FEA service providers
- Support for integration of FEA services into the NRC environment
- EA user outreach and marketing
- Maturing the NRC EA to move it from compliance to business transformation
- Systems integration
- Identification of the connections between business functions, sets of services, and component technologies
- Business Reference Model (BRM), Service Components Reference Model (SRM), Data Reference Model (DRM), Performance Reference Model (PRM), and Technical Reference Model (TRM) development and evolution
- Support for integrating security throughout all layers of the EA
- Tools integration
- Policy and process integration
- Business integration and sharing and development of an IT-business collaborative framework
- Participating in setting up and documenting Standard Operating Procedures (SOP) for the NRC EA based on the best practices.
- Creating templates and user interfaces based on standards
- Providing expert technical support services for application developers, business sponsors of IT applications, and OIS staff at the NRC concerning the NRC EA.

D. Tools and Environment

The NRC plans on utilizing Popkin's System Architect, the Rational Suite including ClearQuest, ClearQuestWeb, RequisitePro, Rose, ClearCase, TestManager, Robot, SoDA, and ProjectConsole modules of the Rational Enterprise Suite during the EA Inception, Elaboration, Construction and Transition processes as defined in the PMM framework. The NRC utilizes ProSight for portfolio management and generation of its

budget formulation documents including the OMB Exhibits 300 and 53. The NRC uses Microsoft Project for project management.

4.0 Statement of Work

This SOW defines a baseline level of effort for EA Services supporting the NRC Enterprise Architecture and utilizing the toolsets employed by the NRC.

The contractor shall provide the necessary staffing and resources to provide comprehensive services to OIS and its customers and also to perform routine and specific services for the project management and the supporting tool environment.

The contractor's staff shall have in-depth knowledge of Popkin's System Architect, Microsoft Project, and the Rational Unified Process (RUP). Working knowledge of the ProSight and the Rational Enterprise Suite tools is also required.

Contractor proposals for work orders shall include a project management plan. Each work order will indicate whether a detailed written project management plan or a less-detailed work break down station will be required

A. Oral Briefings and Participation in Meetings

Contractor personnel shall attend and participate in regularly scheduled staff, planning and task control meetings as requested. Upon request, the Contractor shall prepare and present oral briefings on progress of work, unique or interesting technical findings, result of research and presentation of draft conclusions or reports. It is anticipated that meetings may occur weekly initially and taper to an as-needed basis and that one or two presentations a month may be necessary. The Contractor may be asked to participate in matrixed EA Team meetings that occur weekly.

B. Current Technical Environment

The current NRC technical environment for EA is as follows:

LAN OS

Novel NetWare 6.1

Connectivity provided to:

Popkin System Architect, version 10.1

IBM Rational Enterprise Suite, version 2003.06.00

Microsoft Project, Enterprise Server

ProSight, version 5

Workstation

Pentium 2/233 MHz or better workstation
minimum of 256MB of RAM and 20 GB hard disk.

Windows XP professional.

C. Period of Performance

This initial contract shall commence on the effective date of the delivery order and the period of performance is for one (1) base year.

D. Place of Performance/Hours of Operation

The NRC will provide on-site space for one contractor. Government-furnished equipment on-site shall include a desktop for the on-site employee for general office use with connection to System Architect and the Rational Servers. It is understood that if different types of skills are required, contractor personnel shall share this common work area. The Contractor shall provide support for various EA tasks orders during normal working hours Monday – Friday between the hours of 7 AM and 6 PM. The Contractor shall be available during the core hours of 9 AM – 3:30 PM, EST. A normal work week will consist of 40 hours which may be spread across several skill mixes with no overtime or extra hours. Office location follows:

U. S. Nuclear Regulatory Commission
Headquarters
11545 and 11555 Rockville Pike
Rockville, MD 20852

E. Indefinite Delivery-Indefinite Quantities

The Government will award a work order for the minimum number of hours stated in the table entitled Minimum and Maximum Hours. The minimum funding for this IDIQ contract will be \$100,000. Separate orders, or modifications to the original order may be placed provided the total number of hours identified in the table entitled Minimum and Maximum Hours is not exceeded.

Minimum and Maximum Hours

	Minimum	Maximum
Hours	480	8000

5.0 Initial Task Orders Issued with

Task orders shall be issued for placement of tasks under this delivery order. Task order number one (1) in Attachment one (1) -NSIR, is the first work order to be issued against this order. Task order number two (2) -OIS is the second work order to be issued against this order.

B. SPECIAL TERMS AND CONDITIONS

1. Performance Requirements.

The deliverables required under this order must conform to the standards contained, or referenced, in the statement of work for each work order/task. The Performance Requirements Summary for each work order will outline the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and deductions applicable to the effort.

2. Privacy Act.

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

3. Personal Service.

The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract."

4. Security.

All documentation (i.e., DD 254) required for security certification will be the responsibility of the contractor and the client's organization. Blank security forms will be provided by NRC to the contractor upon a contract award.

5. Key Personnel.

The contractor shall identify key personnel in the technical proposal regardless of the type of task. NOTE: Key personnel may not be added nor removed from the task without express approval of the Contracting Officer's Representative (COR).

Contractor key personnel shall have:

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- a. Extensive experience in, or academic training in all aspects of enterprise architecture particularly model development and modernization blueprint development;
 - b. Experience with Popkin's System Architect to include development of customized web-based reports;
 - c. Knowledge of the Rational Unified Process (RUP);
 - d. Experience with data integration and sharing;
 - e. Experience increasing re-use of assets (e.g. shared services, system documentation, re-engineered processes, etc);
 - f. Knowledge of the Federal Enterprise Architecture (FEA) and experience aligning Federal Agency architectures with the FEA ;
 - g. Experience with ProSight;
 - h. Excellent communications and interpersonal skills;
 - i. Competency in writing user and technical documentation as demonstrated through prior assignments;
 - j. Competency in managing a project with Microsoft Project (e.g., costs, schedules, staff) as demonstrated through prior assignments;
 - k. Extensive experience integrating security throughout an enterprise architecture and experience in classified environments;

- l. Change management experience;
- m. Experience with IT strategic planning and establishment of collaboration frameworks;
- n. Knowledge of Service Oriented Architectures.

It is desirable that contractor key personnel have:

- Experience using the Rational Suite of tools
- Experience with the OMB Federal Enterprise Architecture Management System (FEAMS)
- Experience articulating or updating an EA business vision
- Extensive EA training experience
- Experience implementing transition plans
- Extensive systems integration experience
- Experience with XML, particularly XML Schema Development, and metadata
- Experience with web-services and component re-use

It is also preferred that the Contracting organization have an established reputation in supporting Federal Agency enterprise architecture programs, as evidenced by five (5) years of EA strategy, implementation and change experience with supporting tools, and processes and at least one widely recognized EA award, or top GAO or OMB score either received directly or by an Agency supported.

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

(a) 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.

(b) 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.

(c) 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, lost, or damage.

6. Reporting Requirements

- **Monitoring of Funds**

Work on this SOW is measured in support hours provided and since the effort is constrained by a fixed budget, the contractor shall monitor and report expenditure of staff hours monthly and shall compare actual monthly expenditures with proposed monthly expenditures outlined in the spending plan. The Government reserves the right to redirect effort within the scope of this task to insure that the product is as usable within the limits of the funds provided.

- **Project Management Plan**

The contractor shall submit a detailed Project Management Plan to cover this work. The plan will show tasking, milestones, labor category and/or staff assigned and the project number of hours estimated to complete each task by staff member. This plan will be maintained in Microsoft Project 2000 format and provided to NRC as both an MS project file and a written summary report. This plan will be progressing at the above level of detail on a monthly basis for the duration of the task. The Project Management Plan will also include dollars by labor category/assigned personnel which will support the contractor's estimate for the work executed under this contract.

- **Monthly Reports**

The contractor shall provide a Monthly Status Report to the NRC Project Officer and the Contracting Officer by the 3rd of each month. The report shall also contain the order number, and task; the period covered by the report; a summary of work performed during the reporting period for each task, including appropriate statistics and plans for the next reporting period; a discussion of project plans, problems and the proposed corrective action, and analysis of the impact on other tasks within the scope of the SOW; and a status of expenditures under the reporting period, cumulative expenditures to date, funds obligated to date, and balance of funds required to complete the order..

7. Records/Data.

All deliverables / products from this Statement of Work, including survey data, will be delivered in the following formats unless an exception is mutually agreed upon by the contractor and the NRC:

- a) Reports shall be delivered in WordPerfect 10.0, Word 2002, PDF, and/or HTML format
- b) Presentations shall be delivered in MS PowerPoint
- c) Electronic project plans shall be provided in MS Project format
- c) Data shall be entered into System Architect, and/or the appropriate Rational Tool.
- d) Data or models may be accepted in other formats only if the contractor provides import support and completes testing upon submission to ensure seamless import

All data, deliverables and products belong to the NRC. Written permission shall be obtained from the NRC prior to use or publication of these data, deliverables or products. No designation of NRC shall be applied to any publication of these data, deliverables or products without express written permission from the NRC.

8. Applicable Documents.

Provide a listing of all documents cited in the SOW including Government directives, formal specifications and standards, and other documents cited. Identify each by title, number, and the date of edition or revision

- Clinger-Cohen Act of 1996— Public Law 104-106, section 5125, 110 Stat. 684 (1996).
- OMB Circular A130, Management of Federal Information Resources, November 30, 2000.
- OMB Circular A-11, DRAFT, OMB revision to FEA instructions dated May, 2005.
- E-Gov Act of 2002.
- Privacy Act of 1974.
- Section 508 of the Rehabilitation Act (1973) as amended in 1998.
- Federal Enterprise Architecture (FEA) reference models.
- NIST security publications applicable to the level of security for each individual work order.
- Other NRC-furnished EA, PMM, and ProSight materials.

9. Government Furnished Items.

The Contractor shall specifically identify in their proposal the type, amount, and time frames required for any government resources, excluding those listed below.

The Government will provide the following:

-
- For scheduled meeting dates, conference rooms will be reserved for contractor use. Each of these rooms has a telephone available for use.
 - Provide System Architect on-site access, Standard Operating Procedures, applicable regulations, manuals, texts, briefs and other materials associated with the project.
 - Provide ProSight on-site access, Standard Operating Procedures, applicable regulations, manuals, texts, briefs and other materials associated with the project.
 - Provide Rational Enterprise Suite on-site access, Standard Operating Procedures, applicable regulations, manuals, texts, briefs and other materials associated with the project.
 - Initial familiarization / orientation will be provided on site. Government furnished equipment on-site shall include a desktop configuration for the on-site employee for general office use with connection to the SA, Rational, and ProSight servers.

10. Contractor Furnished Items

The Contractor is to furnish the following items:

Off-site office space, phone, LAN and Internet access, IT equipment, and office supplies. Permanent NRC office space will not be provided. Interim NRC Office space may be available when supporting specific project activities.

11. 508 Compliance

The Industry Partner shall support the Government in its compliance with Section 508, throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following websites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

12. Project Officer Authority

The contracting officer's authorized representative hereinafter referred to as Project Officer for this contract is:

Name:	Karen Kaye
Address:	U.S. Nuclear Regulatory commission 11545 Rockville Pike M/S T-6C30 Rockville, MD 20852
Phone:	301 415-5768

Alternative project officer:

Name:	Susan Daniel
Address:	U.S. Nuclear Regulatory commission 11545 Rockville Pike Rockville, MD 20852
Phone:	301-415-6151

C. Solicitation Provisions

Proposal Submission

General Instructions. Submission of the complete proposal will be done electronically. The contractor shall submit a written cost and technical proposal for consideration before the due date and time for this RFP Proposal. The Government may award based on price alone or may choose to award including technical factors for "best value."

Price

1. Discounts in price proposal.

In an effort to receive the highest quality solution at the lowest possible price the government requests all available discounts on all materials and services offered by contractors for this requirement. Contractors are encouraged to offer discounts below contract and/or open market rates; whichever is applicable. When discounts are offered, proposals must clearly identify both the contract or open market price and the discount price for each hardware item or labor rate being discounted.

Example:

ACME COMPUTER SERVICES, Inc.

Labor Category

Period of Performance 10/01/01 - 5/24/02

	Hours	Contract Rate	Discount Rate	Subtotal	Savings
Program Manager I (*)	30	\$103.30	\$100.00	\$3,000.00	\$99.00
App Analyst/Dev IV	928	\$86.34	\$84.95	\$78,833.60	\$1,289.92
App Analyst/Dev IV	928	\$86.34	\$84.95	\$78,833.60	\$1,289.92
Total				\$160,667.20	2,678.84

2. Travel.

As part of the Cost Proposal, the contractor shall provide any anticipated travel costs, if known, to include: origination; destination; number of trips; number of persons; and a breakdown of lodging, meals, transportation and related costs. Actual expenses are limited by the Government Travel Regulations and must be pre-approved by the client. Local travel will not be reimbursed.

The NRC has regional offices in King of Prussia, Pennsylvania; Atlanta, Georgia; Lisle, Illinois; and Dallas, Texas. For planning purposes, the contractor may plan at least a one-day trip to each NRC of four regional offices in order to conduct presentation and technical support to RES' user community.

3. Other Direct Costs (ODC).

ODC totaling under \$2500 is permitted in the vendor's proposal. If the vendor's proposal contains ODC totaling over \$2500, the vendor must team with other GSA Schedule holders to provide a total solution. Each line for these items should contain the name of the partner vendor, the partner vendor's Schedule number, the CLIN or SIN number of the item, the item description, and the Schedule price for that item.

RQ- CIO-05-397
ATTACHMENT TO BPA SOW

ATTACHMENT

Number	Title
1	NRC Form 187 - Contract Security and/or Classification Requirements
2	BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

ATTACHMENT 1 TO THE BPA SOW

NRC Form 187 - Contract Security and/or
Classification Requirements

This attachment will be provided at a later date.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)(With Reimbursable Travel)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Billing Instructions for Fixed Price Contracts (October 2003)

Attachment 2

Page 3

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

Supersession: These instructions supersede any previous billing instructions.

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ENTERPRISE ARCHITECTURE CIO-05-397\Billing instruct FP 2003.wpd