

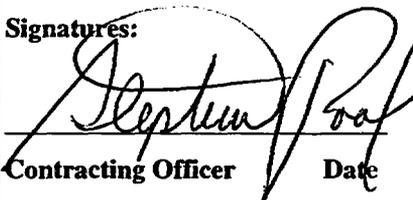
U.S. NUCLEAR REGULATORY COMMISSION  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-15F-0069K, Blanket Purchase Agreements, B&W Technologies, Inc. 6009, Oxon Hill Road, Ste 412, Oxon Hill, MD 20745 hereinafter known as the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the U.S. Nuclear Regulatory Commission.

- (1) The services described on the attached Statement of Work can be ordered under this BPA at the prices stated on the attached schedule. The unit of issue in the price schedule is changed to read "hour" vice LOE. The quantities of hours listed on the attached price schedule are estimated quantities by labor category line item and are not guaranteed. All orders placed against this BPA are subject to the terms and conditions of the GSA contract as supplemented by the clauses on the attached pages.
- (2) The ordering ceiling for the base year of this BPA is \$105,325.35. The dollar value of tasks order issued hereunder may not exceed the ordering ceiling. If the option year is exercised, the order ceiling will be increased by \$108,425.11. Task Orders issued hereunder may be firm, fixed price or labor hours type task orders.
- (3) This BPA does not obligate any funds.
- (4) This BPA commences on July 16, 2003 and expires on July 15, 2004 and may be extended for one year at the option of the Government per Section B.4.
- (5) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, paper, or oral communications.
- (6) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified on the attached NRC billing instructions.
- (9) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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

Signatures:

 7/15/03  
 Contracting Officer Date

 7-18-03  
 B&W Date

**SECTION A- STATEMENT OF WORK****A1. BACKGROUND**

The Office of Human Resources (HR) at the Nuclear Regulatory Commission is responsible for Human Capital Management and strategic workforce planning in the Agency.

As such, HR plays an active leadership role in the development of new initiatives in response to changes in human resources laws, regulations and rules, to the extent that the NRC is covered by such rules, and serves as the agency-wide source of promulgation of HR policy which is published in the seven volumes of Part 10, of the USNRC Management Directives System. HR develops policy and establishes programs in response to new or changing initiatives and conducts reviews of programs and policies to improve existing procedures. HR track and monitors FTE usage and conducts ongoing workforce analysis.

In addition, HR conducts general and targeted recruitment in order to sustain a high performing diverse workforce. This involves active outreach recruitment efforts, the evaluation and pre-screening of applicants, rating and ranking of candidates and the preparation of selection certificates.

HR also classifies positions in accordance with Management Directive 10.38, "Benchmarking", provides position allocation and management guidance to managers and prepares organizational surveys and reports.

The NRC plans to establish a Blanket Purchase Agreement (BPA) (single award BPA) to an organization that has demonstrated the ability to (1) prepare and revise HR policy/ procedural guidance (e.g., Manual Chapters and Management Directives), (2) develop HR programs and conduct workforce analysis, and (3) deliver staffing, recruiting, position classification and position management services in a Federal government setting.

**A.2. BRIEF DESCRIPTION OF WORK**

The contractor may provide the professional services necessary to appropriately and efficiently develop and/or revise the human resources information, as set forth in NRC Manual Chapters and NRC Management Directives, found in Volume 10, (Personnel Management), of Human Resources Management Directives System within the NRC.

The Contractor may also be required to deliver general staffing and recruitment services and/or provide position classification and evaluation services under this BPA.

The contractor may also be required to provide human resources program development and workforce analysis services under this BPA.

**A.3. SCOPE OF WORK**

The work required by this BPA involves all functional areas in the field of Human Resources Management.

Upon issuance of a task order, the Contractor shall develop or revise any policy directive necessitated by law, regulation or agency requirement. Policy directives will be issued as part of the Management Directives System and as such, must comply with system requirements, in addition to accurately and properly reflecting appropriate NRC policy and procedures in a logical manner. The contractor shall have expertise not only in the composition and presentation of written documents but also in the technical substance relevant to the area of Human Resources Administration within the Federal Government, as found in NRC's Management Directives. Management Directives and Handbooks include reference sections. Upon each revision, the contractor shall provide an updated reference section, which is easily cross referenced to the text of the Directive/Handbook. The contractor must be capable of producing written guidance that is technically correct in an acceptable format.

The contractor may also provide support in the area of recruitment and internal placement which includes but is not limited to: staffing, merit promotion, qualifications analysis, upward mobility, pre-employment screening, interviewing, conducting background, conduct and suitability determinations and compiling certificates of eligibles.

The contractor must also be capable of providing support in the area of position classification including advice on position management and organizational structure, audits and audit appeals.

The contractor must also be capable of providing support in the areas of program development and evaluation and/or workforce analysis.

### **A.3.1 HUMAN RESOURCES MANAGEMENT DIRECTIVES DEVELOPMENT AND REVISION**

Upon issuance of a task order, the Contractor shall develop Management Directives in areas relevant to the field of Human Resources Management (e.g., Employment and Staffing, Position Evaluation and Management, Pay Administration and Leave, Performance Appraisals, Awards and Training, Labor Relations, Discipline, Grievances, Appeals RIF's, Benefits, Health Services and Employee Safety, Senior Executive Service, Senior Level Positions and Judges, and General Personnel Management Provisions). This involves converting human resources information from manual chapter format to management directive format. Directives shall accurately and clearly reflect the policies and procedures as established by law, rules regulations and/or the Nuclear Regulatory Commission in a logical manner.

Management Directives and Handbooks include reference sections. The contractor shall provide an updated reference section, which is easily cross referenced to the text of the Directive/Handbook. Directive 10.41 which includes the update of the salary schedules, issued annually as Exhibits 1 through 20 and Exhibits A through DD, (approximately pages 59-135 of MD 10.41) as a result of any cost of living increases approved for all Federal employees, will be developed annually by the contractor. However, Exhibits 4, 5, 6, 8, 9, 19, and 20, which are inherently governmental, will be developed by NRC staff. All documents submitted must conform to the format designated by the NRC, as stated in Management Directive 1.1, which is available on line. Due dates will be established for each deliverable and all copy must be

received by the HR Project Officer by 12:00 noon on the appropriate due date. The due date for MD 10.4 Exhibits will be the second Friday of January. The Exhibits must be delivered in hard copy and in a web-acceptable format.

### **A.3.2 RECRUITMENT AND INTERNAL PLACEMENT**

The Contractor must be technically competent in and may be required to provide staffing and recruitment services to the NRC for a variety of vacancies (General Grade engineering, scientific, supervisory, administrative and support positions, as well as Senior Level, and Senior Executive Service (SES) positions). The contractor may be required to perform any or all of the following activities: conduct general, specialized or targeted outreach recruitment efforts; develop vacancy announcements; conduct job analysis; develop crediting plans, screen applications to determine basic qualifications, conduct rating panels, rate and rank applicants, prepare selection certificates and provide staffing services in conjunction with reduction-in-force, transfer of functions and/or furlough in accordance with applicable Federal regulations.

### **A.3.3 POSITION CLASSIFICATION AND EVALUATION**

The contractor may also be required to work directly with NRC managers to provide classification services in one or more of the following areas: conducting position and organizational management studies; developing and/or classifying position descriptions in accordance with the NRC Six Factor Evaluation System as described in Management Directive 10.38, for a variety of federal occupations (General Grade, Senior Level, SES, Administrative); conducting desk audits with employees; interviewing first line supervisors to verify duties and responsibilities; and preparing written evaluation statements in accordance with NRC's Management Directive 10.38; and/or compiling position management allocation and organizational surveys and reports.

### **A.3.4 PROGRAM DEVELOPMENT AND EVALUATION AND WORKFORCE ANALYSIS**

The contractor may also be required to conduct program evaluations, develop new programs and prepare reports on topics related to workforce analysis.

### **A.3.5 GOVERNMENT FURNISHED EQUIPMENT AND SPACE**

As indicated in individual task orders, the contractor will be provided with government furnished tools/equipment such as: a desk, telephone, access to a copy machine and a fax machine, a computer with appropriate software, Internet access and the reference material necessary for the contractor to be able to perform the assigned tasks

### **A.3.6. REPORTING REQUIREMENTS**

The contractor shall issue monthly progress reports on the status of expenditures and individual efforts. Monthly reports shall contain the following information and will be due on the 15<sup>th</sup> of every month or if the 15<sup>th</sup> falls on a weekend, the report will be due on the following Monday:

1. The number of staff hours expended on each project. (not needed if task order is firm fixed priced)
2. The number of hours remaining to complete each project. (not needed if task order is firm fixed priced)
3. Progress updates on the conversion/revision of each directive under review;

Within 60 days after the end of the calendar year, the contractor shall provide the HR Project Officer with a final report containing the information listed above and any additional information required by the NRC.

#### **A.3.7. HOURS OF SERVICE**

Services will be conducted as outlined in individual task orders, but it is anticipated that this will normally be 7:30am to 4:15pm, Monday thru Friday except on Federal holidays.

#### **A.3.8. BPA ORDERING PERIOD**

The term of this Blanket Purchase Agreement will be one year with an option for an additional year.

### **B. 1 TASK ORDER PROCEDURES (Oct 1999)**

(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, if TO will be labor hours type.

(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 firm fixed price or total estimated amount if labor hours type order.

(End of Clause)

## **B.2 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 15.4 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 BPA.

(End of Clause)

## **B.3 SECURITY (Oct 1999)**

(a) Security/Classification Requirements Form. 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage,

loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall 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 upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

- (i) Required after the completion or termination of the contract; and
- (ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

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

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

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in

accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. 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.)

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

(k) In performing 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 under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

**B.4 OPTION TO EXTEND THE TERM OF THE BLANKET PURCHASE AGREEMENT (FAR 52.217-9)**

1. The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the procurement expires. The preliminary notice does not commit the Government to an extension.
2. If the Government exercises this option, the extended procurement shall be considered to include this option clause.
3. The total duration of this procurement, including the exercise of any options under this clause, shall not exceed two (2) years.

**B.5 SITE ACCESS BADGE REQUIREMENT (NRCAR 2052.204-71)**

During the life of this procurement, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this procurement require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the

Government. The Project Officer shall assist the Contractor in obtaining the badges for the Contractor personnel. It is the sole responsibility of the Contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the Contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

#### **B.6 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES**

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.

#### **CONTRACT SECURITY REQUIREMENTS FOR IT LEVEL I**

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

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the 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, which is hereby incorporated by reference and made a part of this order as though fully set forth herein, and will require a favorably adjudicated Limited Background Investigation (LB1).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudication LB1) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years.

Within fifteen (15) calendar days following award of the order, execution of a modification, or proposal of new personnel for work to be performed, the contractor shall submit a completed security forms packet, including the SF-68, "Questionnaire for National Security Positions," and fingerprint charts, through the project officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 1 and E.O. 12968.

In accordance with NRCAR 2052.204-70, "Security," IT Level I, contractors shall be subject to the attached NRC Form 187 (Attachment 4 to be completed upon award) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

#### CONTRACT SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this delivery order will involve contractor personnel that develop and /or analyze sensitive information technology systems or data or otherwise have access to such systems and 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 order 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 NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years.

Within fifteen (15) calendar days following award of the order, execution of a modification, or proposal of new personnel for work to be performed, 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 PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall

assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 1 and E.O. 12968.

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

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

When a request for investigation is to be withdrawn or cancelled, the contractor shall immediately notify the project officer by telephone in order that he/she will contact the NRC Division of Security 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 to the NRC Division of Security. Additionally, the Division of Security must be immediately notified when an individual no longer requires access to NRC sensitive automated information systems and data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access approval under the NRC Computer Personnel Security Program.

#### B.7 KEY PERSONNEL (NRCAR 2052.215-70)

1. The following individuals are considered to be essential to the successful performance of the work hereunder:



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.

2. 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.
3. 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.
4. If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become available 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.

#### **B.8 PROJECT OFFICER AUTHORITY - ALTERNATE 2 (NRCAR 2052.215-71)**

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

Name: Ms. Carolyn Swanson

Address: U.S.N.R.C. Office of Human Resources, T-3D29, Washington, DC 20555

Telephone Number:301-415-7530

9. The project officer shall:
  - (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
  - (2) Inspect and accept products/services provided under the delivery order.

- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract document and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via E-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three (3) days after their termination.
- (5) The project officer may not make changes to the express terms and conditions of this contract document.

**B.9 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.

**B.10 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

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

(C\$END-OF-CLAUSE)

**B.11 FAR 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to--

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

(i) The systems of records; and

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

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

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

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

(c) (1) "Operation of a system of records," as used in this

clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

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

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

## **B.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>. The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

## **B.13 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-34, entitled "Payment By Electronic Funds Transfer - Other Than CCR"

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH

Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

#### **B.14 SAFETY OF ON-SITE CONTRACTOR PERSONNEL**

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

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

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major

DR-38-03-364 GSA MAS BLANKET PURCHASE AGREEMENT

emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

End of Provision

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

**CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

|  |   |  |   |   |
|--|---|--|---|---|
| <p>1. CONTRACTOR NAME AND ADDRESS</p> <p><b>B+W Technologies</b><br/><b>6009 Oxon Hill Rd</b><br/><b>Oxon Hill, MD 20745</b></p> | <p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p> <p><b>DR-38-03-364</b></p> <table border="1"> <tr> <td data-bbox="792 372 991 468"> <p>B. PROJECTED START DATE</p> <p><b>7-16-03</b></p> </td> <td data-bbox="991 372 1182 468"> <p>C. PROJECTED COMPLETION DATE</p> <p><b>7-16-05</b></p> </td> </tr> </table> | <p>B. PROJECTED START DATE</p> <p><b>7-16-03</b></p> | <p>C. PROJECTED COMPLETION DATE</p> <p><b>7-16-05</b></p> | <p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p> |
| <p>B. PROJECTED START DATE</p> <p><b>7-16-03</b></p>   | <p>C. PROJECTED COMPLETION DATE</p> <p><b>7-16-05</b></p>   |  |   |   |

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

|  |  |                                      |
|--|--|--------------------------------------|
| <p>A. DOES NOT APPLY</p> <p><input type="checkbox"/></p> | <p>B. CONTRACT NUMBER</p> <p><b>DR-38-02-397</b></p> | <p>DATE</p> <p><b>02/20/2003</b></p> |
|--|--|--------------------------------------|

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**Human Resources Support Contract**

| 5. PERFORMANCE WILL REQUIRE   |                                     | NATIONAL SECURITY        |                          | RESTRICTED DATA          |                          |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION  | NOT APPLICABLE                      | SECRET                   | CONFIDENTIAL             | SECRET                   | CONFIDENTIAL             |
| <p><input type="checkbox"/> YES (If "YES," answer 1-7 below)</p> <p><input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)</p> |                                     |                          |                          |                          |                          |
| 1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. GENERATION OF CLASSIFIED MATTER.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. OTHER (Specify)  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

B. IS FACILITY CLEARANCE REQUIRED?  YES  NO

- C.  UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.
- D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.
- E.  ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.
- F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

|  |   |  |
|--|---|--|
| NAME AND TITLE<br><br><p style="text-align: center;"><b>Pam Easson</b><br/>Project Manager</p> | SIGNATURE<br><br> | DATE<br><br><p style="text-align: center;">2-20-03</p> |
|--|---|--|

**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

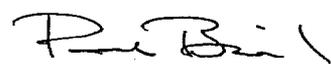
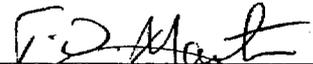
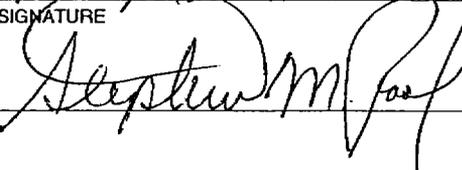
AUTHORIZED CLASSIFIER (Name and Title)
  DIVISION OF FACILITIES AND SECURITY

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

SPONSORING NRC OFFICE OR DIVISION (Item 10A)
  DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
  CONTRACTOR (Item 1)  
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

**10. APPROVALS**

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

| NAME (Print or type)  | SIGNATURE   | DATE  |
|---|---|---|
| A. DIRECTOR, OFFICE OR DIVISION<br><br><b>Paul E. Bird, Director Office of Human Resources</b>                                  | SIGNATURE<br><br> | DATE<br><br><p style="text-align: center;">02/20/2003</p> |
| B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY<br><br><b>T.O. MARTIN D/OFS/ADM</b>  | SIGNATURE<br><br> | DATE<br><br><p style="text-align: center;">2/23/03</p>    |
| C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT<br>(Not applicable to DOE agreements)<br><br><b>FOR K. B. GREENE</b> | SIGNATURE<br><br> | DATE<br><br><p style="text-align: center;">2/24/03</p>    |

REMARKS

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB No 1510-0056  
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC)

31000001

ACH FORMAT

CCD+

CTX

CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

( 301 ) 415 - 7520

**PAYEE/COMPANY INFORMATION**

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

**FINANCIAL INSTITUTION INFORMATION**

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

( )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

CHECKING

SAVINGS

LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

( )

BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS

General: 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:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
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

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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.

R:\BILLING.396