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 Webworld Studios, Incorporated 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-0652N (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:

10/22/04	11/14/04
Contracting Officer / DATE	BPA Team Leader / DATE
U.S. Nuclear Regulatory Commission	VP Technology Services
	Title
	Webworld Studios, Incorporated
	Company Name

TEMPLATE - ADM001

ADM002

U.S. NUCLEAR REGULATORY COMMISSION
BLANKET PURCHASE AGREEMENT NO: NRC-33-05-328 "COMPREHENSIVE INFORMATION SYSTEMS SUPPORT CONSOLIDATION - II (CISSCO-II)"

Pursuant to the General Services Administration (GSA) Federal Supply Schedule Contract Number GS-35F-0652N, "Blanket Purchase Agreements," Webworld Studios, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with the U.S. Nuclear Regulatory Commission for the provision of services described in the attached statement of work for CISSCO-II Functional Area No. 1, "Software Development, Operations, and Maintenance." The terms and conditions which follow, supplement those contained in the referenced GSA FSS contract.

Individual orders will be issued in accordance with the terms of this BPA. The actual services/supplies, quantities to be ordered, negotiated prices, additional negotiated terms and conditions, and period of performance will be specified in each order.

A.1 ORDER AWARD PROCESS

Orders will be competed among all Contractors holding BPAs under the specific functional area the work is to be performed under. The NRC may add additional Contractors to any of the functional areas at any time to increase competition, provide greater technical expertise, or further the CISSCO-II objectives.

Below is an outline of the process NRC will utilize for competing orders. This process is consistent with the special ordering procedures prescribed by GSA for Special Item Numbers (SINs) 132-51.

a. Multiple BPAs will be established with Contractors in each of four functional areas: (1) software development, operation, and maintenance; (2) planning, architecture, standards, and business process re-engineering; (3) document processing; and (4) computer security. For each proposed order, a request for proposal along with a statement of work (SOW) will be issued to all Contractors who hold a BPA in the specific functional area of the proposed order. One of those Contractors will be awarded the order based on a process that uses order evaluation criteria (OEC). When orders are competed in each functional area, fair consideration will be given to each Contractor who holds a BPA in the specific functional area of the orders. The result will be the award of order(s) to the Contractor who's proposal offers the best value to the NRC considering price and the OEC.

b. The following specific process will be utilized for competing orders.

1. The NRC will provide an Order Request For Proposal (ORFP) with a statement of work and updated information (e.g., updates to the System Development Life Cycle Management Methodology (SDLCM), inventories, infrastructure changes, current customer satisfaction metrics, application-specific interfaces, specific

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network and communications requirements, and specific requirements for other services, such as, location of shared peripheral devices) to the Contractors who hold a BPA in the specific functional area of the order. The request for proposal will identify the specific OEC to be used for the selection process.

2. The Contractors will be provided a minimum of 7 calendar days to perform an oral presentation or submit a written proposal, as directed by the Contracting Officer (CO), in response to the ORFP. The more complex the SOW, the more likely the requirement for a written response. The Contractor's oral presentation or written response will be required to address any evaluation criteria associated with each order, with accompanying charts (if requested by either party). In all instances, the price quote shall be received in writing. The ORFP will specify the format and required content of the response. Additionally, the Contractor will be required to create a record of and provide a written response to any questions the NRC may have, including questions about their written submission. This process may or may not be recorded at the discretion of the NRC. A time limitation for the oral presentations may be imposed on each order.

c. Each Contractor's oral presentation and written submission, in conjunction with its original technical proposal, will be evaluated using the OEC's specified in the ORFP.

d. The following are typical OEC's:

1. Customer Focus - The NRC will evaluate each Contractor's understanding of the NRC's environment, general and specific end-user requirements, the proposed approach's practicality, effectiveness, and efficiency, and the Contractor's commitment to garnering and maintaining high customer satisfaction. The Contractor shall describe how it intends to provide effective customer support at the NRC. Specifically, the Contractor shall describe in detail how it will provide customer support/help, provide face-to-face support when required, and conduct customer outreach. When the order is solicited, the NRC will inform the Contractor of the baseline customer satisfaction metric(s) if one exists or a proposed customer satisfaction baseline. The Contractor will propose a set of order specific goal metrics, which will be evaluated and agreed to by the NRC and included in the order. The NRC will evaluate the proposed metrics to assess the degree to which these metrics maintain and improve the delivery of services to the NRC and the end user throughout the life of the order.

2. Transition Issues - The NRC will evaluate the extent to which the Contractor's transition plan ensures continuity of operations and integration with the existing environment. This includes minimizing disruption to the existing operations, optimizing the use of existing assets, maintaining or improving customer satisfaction through the transition. The NRC will also evaluate the means by which the Contractor assesses and adjusts its plans to meet customer satisfaction objectives, and facilitates and enhances coordination and cooperation (including integration requirements) with any and all affected parties.

3. Service Delivery - The NRC will evaluate the Contractor's proposed methodology to foster customer acceptance and utilization of the service deliverable being provided.

4. Mission Focus - The NRC will evaluate the Contractor's demonstrated understanding of the NRC mission, culture, and environment as it applies to the specific order. This description shall also address the Contractor's specific experience working in an environment similar to the mission areas of NRC.

5. Past Performance - The NRC will evaluate the Contractor's past performance at this or another agency in performing orders under this contract or other contracts. If order past performance information is not available, the Contractor shall provide past performance updates to the information provided during the BPA process.

e. Each ORFP will indicate the consideration to be given price/cost for each order.

f. The Contractor shall adapt its master BPA proposal regarding small, small disadvantaged, and woman-owned small business utilization, as requested, for specific orders having a potential value exceeding $500,000.

A.2 ISSUANCE OF ORDERS

Any services to be furnished under this BPA shall be ordered by issuance of orders by the individual(s) designated in A.3. Such orders may be issued from the effective date of BPA award through eight years after BPA award.

a. Each order will specify the exact destination for shipment or place of performance.

b. All orders are subject to the terms and conditions of this BPA. In the event of conflict between an order and this BPA, the BPA shall control.

c. If mailed, an order is considered "issued" when the NRC deposits the order in the mail. Orders may be issued in writing, orally, or by facsimile. Orally issued orders will be confirmed in writing within 14 days.

d. Orders may be modified in accordance with FAR 52.212-4 (c). Modifications to orders shall include the same information set forth in the order, as applicable.

e. The firm-fixed price or ceiling for each order may not be increased except when authorized by a modification to the order. Orders shall, at a minimum, include the following information:

1. Date of order
2. Order Number
3. Appropriation and accounting data

4. Description of end item(s) to be delivered
5. Description of services to be performed
6. Exact place of delivery and shipment address
7. Period of time in which the services are to be performed
8. The firm fixed price or ceiling of the order
9. This BPA number
10. The billing address

A.3 AUTHORIZED APPROVING OFFICIALS

The NRC Contracting Officer is the only individual authorized to issue orders or modify the terms and conditions under the BPA.

A.4 ORDER LIMITATIONS

Order limitations are specified for each functional area in the following paragraphs:

A.4.1 Software Development, Operation, and Maintenance

a. Minimum order. When the NRC requires services covered by this functional area in an amount of less than $5,000, the Contractor is not obligated to furnish those services under the BPA.

b. Maximum order. The Contractor is not obligated to honor:

1. Any order in excess of $15 million if the CO is provided with written notice (within 10 working days after issuance) stating the Contractor's intent not to provide the services ordered.

2. A series of orders within 30 days that together exceed $25 million.

A.5 ORDER ACCEPTANCE

a. The CO or authorized representative as identified on the order will accomplish acceptance as specified in each order. The CO may designate other NRC agents as authorized representatives, and the Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

A.6 PERFORMANCE INCENTIVES

The NRC is committed to utilizing performance-based contracting methods to the greatest extent possible for the acquisition of services. In support of this commitment, the NRC will develop performance-based statements of work, performance standards, assessment plans, and remedies and incentives for each order, as appropriate, to encourage Contractors to achieve performance levels of the highest quality. Contractors may be requested under each order to provide comments and

recommendations on performance statements of work and to propose innovative business practices and incentives to assist the NRC in its commitment. Additionally, overall program level performance incentive programs may be adopted as agreed to by modification to the BPA.

A.7 PERIOD OF PERFORMANCE

a. BPA: Provided the Contractor's GSA schedule is renewed, the period of performance for placing orders under this BPA shall be eight years from the date of BPA award.

b. Orders: The period of performance for each order placed against this BPA shall not exceed three years except when an order for a longer period is authorized by the Agency Competition Advocate.

c. Regardless of when issued, no order shall be issued with a period of performance extending beyond June 30, 2010.

A.8 SHARED SAVINGS

The NRC reserves the right to include the following shared savings clause in any order.

a. The Contractor is entitled, under the provisions of this clause, to share in cost savings resulting from the implementation of cost reduction projects, which are presented to the NRC in the form of Cost Reduction Proposals (CRP) and approved by the CO. These cost reduction projects may require changes to the terms, conditions or statement of work of this BPA. Cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the BPA.

b. Definitions:

1. Cost savings, as contemplated by this clause, mean savings that result from instituting changes to the covered BPA, as identified in an approved Cost Reduction Proposal.

2. Cost Reduction Proposal - For the purposes of this clause, a Cost Reduction Proposal means a proposal that recommends alternatives to the established procedures and/or organizational support of a BPA or group of BPAs. These alternatives must result in a net reduction of BPA cost and price to NRC. The proposal will include technical and cost information sufficient to enable the CO to evaluate the CRP and approve or disapprove it.

3. Covered BPA - As used in this provision, covered BPA means the BPA, including unexercised options but excluding future BPAs, whether contemplated or not, against which the CRP is submitted.

4. Contractor implementation costs - As used in this provision, Contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on identified orders specifically in developing, preparing, submitting, and negotiating a CRP, as well as those costs the Contractor will incur on covered BPAs to make any structural or organizational changes in order to implement an approved CRP.

5. Government costs - As used in this provision, the term Government costs means internal costs of NRC, which result directly from development and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the BPA or with related functions such as testing, operations, maintenance and logistics support. They do not include the normal administrative costs of reviewing and processing the Cost Reduction Proposal.

c. General. The Contractor will develop, prepare and submit CRP's with supporting information as detailed in paragraph (e) of this clause, to the CO. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the CO to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the CO, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the CO. The Contractor may propose changes in other activities that impact performance on its BPA, including NRC and other Contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the NRC, or which result from changes made to any BPAs to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and NRC is encouraged. The communication may be in the form of a concept paper or preliminary proposal. The NRC is not committed to accepting any proposal as a result of these early discussions.

d. Computation of cost savings. The cost savings to be shared between the NRC and the Contractor will be computed by the CO by comparing a current estimate to complete (ETC) for the covered order, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on the covered BPA before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than five years. Implementation costs of the Contractor must be considered and specifically

identified in the revised ETC. The CO shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the NRC when computing the total cost savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any cost reductions to the BPA that are the result of changes stemming from any action other than an approved CRP. However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other BPA provisions.

e. Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

1. Identification of the current BPA requirements or established procedures and/or organizational support proposed for change.

2. A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NRC requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

3. A list of BPA requirements that must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NRC BPA management processes should also be addressed.

4. Detailed cost estimates that reflect the implementation costs of the CRP.

5. An updated ETC for the covered BPA, unchanged, and a revised ETC for the covered BPA which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the BPA, the ETCs need only address those portions of the BPA that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the CO. If other CRPs have been proposed or approved on a BPA, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

6. Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and BPAs involved, and the disposition of those submittals.

f. Administration.

1. The Contractor shall submit proposed CRPs to the CO who shall be responsible for the review, evaluation and approval. Normally, CRP's should not be entertained for the first year of performance to allow the CO to assess performance against the basic requirements. If a cost reduction project impacts more than a single BPA, the Contractor may,

upon concurrence of the COs responsible for the affected BPAs, submit a single CRP which addresses fully the cost savings projected on all affected BPAs that contain this Shared Savings Clause. In the case of multiple BPAs affected, responsibility for the review and approval of the CRP will be a matter to be decided by the affected COs.

2. Within 60 days of receipt, the CO shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the CO to provide a response within 60 days shall not be construed as approval of the CRP. The NRC shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the NRC determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor 's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing BPA until the CO executes a BPA modification. The modification shall constitute approval of the CRP and shall incorporate the changes identified by the CRP, adjust the BPA cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

3. The Contractor will receive payment by submitting invoices to the CO for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the CO. Notwithstanding the overall savings recognized by the CO as a result of an approved CRP, payment of any portion of the Contractor's share of savings shall not be made until NRC begins to realize a net cost savings on the BPA (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the BPA options are exercised. It shall be the responsibility of the Contractor to provide such justification, as the CO deems necessary to substantiate that cost savings are being achieved.

4. Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for re-computing the net cost savings associated with any approved CRP. The NRC reserves the right to make an adjustment to the Contractor's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

g. Limitations. BPA requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive provisions of the BPA, if any, for the same cost reductions.

h. Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

i. Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

A.9 SECURITY CLASSIFICATION LEVELS

Performance under this BPA may involve access to and/or generation of classified information; work in a security area, or both, up to NRC ADP Level II. Specific security requirements will be identified in each order. The contractor shall adhere to the security requirements as outlined in the following clauses:

SECURITY

A. Contract Security and/or Classification Requirements (NRC Form 187 - APPENDIX IIX). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD12.1, "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 (APPENDIX IIX) 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 (Safeguards, Official Use Only, and Proprietary information) 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, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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 of 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.

M. Badge Requirements for Unescorted Building Access to NRC Facilities: 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."

N. Security Requirements for Building Access Approval: 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.

O. Security Requirements for Information Technology Access Approval: 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 (APPENDIX IIX) 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 (APPENDIX IIX) 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.

P. 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.10 PROJECT STATUS

The Contractor shall submit a bi-weekly report for orders having an estimated cost or fixed price in excess of $250,000 unless otherwise specified in the order. The status report shall contain at a minimum the:

- Estimated baseline costs compared to actual costs,
- Actual performance versus scheduled performance,
- Changes to order specific metrics and;
- Any problems or issues that may result in a schedule delay or cost overrun;

This report shall be submitted to the Contracting Officer, the Project Officer, and the specific technical monitor for each order. One copy of a summary report which rolls up all the individual order data shall be submitted to the Contracting Officer and the Project Officer.

Notwithstanding the reporting requirement, the Contractor shall notify the Contracting Officer, the Project Officer, and the specific technical monitor for any order when a schedule slip or cost overrun is projected.

The NRC may require the Contractor to use an NRC generated format or may accept a proposed Contractor format that, will be determined on an order specific basis.

A.11 PROJECT OFFICER

The Contracting Officer's authorized technical representative hereinafter referred to as the project officer for this BPA is:

Name: Mark Resner

Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Mail Stop T-6-C-30
Rockville, MD 20852

Telephone Number: (301)415-5949

a. Performance of the work under this BPA 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 or changes to specific travel

identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

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

b. Technical direction must be within the general statement of work stated in the BPA. 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 BPA or associated orders.

2. Constitutes a change as defined in the "Changes" clause of the GSA contract.

3. In any way causes an increase or decrease in the total fixed price or the time required for performance of any orders.

4. Changes any of the expressed terms, conditions, or specifications of the BPA or associated orders.

5. Terminates the BPA, settles any claim or dispute arising under the BPA, or issues any unilateral directive whatever.

c. All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (14) working days after verbal issuance. A copy of the written direction must be furnished to the CO. 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 CO.

d. 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.

e. 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 CO in writing within five (5) working days after the receipt of any instruction or direction and shall request the CO to modify the BPA or associated order accordingly. Upon receiving the notification from the contractor, the CO shall issue an appropriate modification or advise the contractor in writing that, in the CO's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

f. 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 BPA or associated order.

g. 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.

h. 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 CO 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 CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under orders associated with this BPA.

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

5. 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 days after their termination.

A.12 INVOICE SUBMISSION

a. Contractors shall submit invoices in accordance with the schedule specified in each order up to the established price ceiling.

b. Contractors shall provide the following detailed information with each invoice, unless otherwise specified in the order.

1. Each invoice will clearly define all costs by order. Costs by order will be further identified by system/project and for each system/project, costs will be identified by major categories of work performed, i.e. maintenance, system development, administrative, and purchases of equipment and software. Major categories of work will be defined for each order. This information will provide a reconciliation of costs for all orders and will facilitate reporting requirements.

2. Labor data for each order will include hours worked and associated costs by labor category.

3. All burdened cost presentations provided by the Contractor shall be inclusive of; overhead charges, other direct costs, (i.e., local travel, copying, supplies, phone, delivery, temporary secretarial support, etc.), general and administrative charges, and Contractor fee. Burdened costs will be clearly identified and separated on the invoice by system/project and for each major category of work performed for each system/project.

4. Invoices will provide a compilation of costs on a monthly, year to date, and total project basis.

c. Fixed price or performance based orders shall provide details of the line items as specified in each order.

d. Regardless of the type of order issued, any incentives shall be invoiced separately.

e. Three Phases of System Development

Invoices must distinguish development costs by three phases of systems development:

1. *The preliminary design phase (SDLCM components 1 - 3)* includes determining system performance requirements; system specifications; and demonstrating software alternatives. Generally, activities leading up to the selection of software and/or proceeding with the next (development) phase.

2. The *development phase (SDLCM components 4 & 5)* includes designing software configurations and interfaces; coding; installing on hardware; and, testing software including parallel processing.

3. The *post-implementation/operational phase (SDLCM components 6 & 7)* includes converting data from the old to the new system; operating the software; providing ongoing training; undertaking preventive maintenance; and, developing/executing reports.

Contractors shall consult with the project officer if there is any question as to which project phase costs should be classified as on the invoice.

A12.1. Supplemental Financial Reporting Requirements

When applicable, Contractors shall maintain a separate listing of equipment and software purchased for each order, and within each order, each system/project. Each piece of equipment and software should be identified on the listing by the invoice number used by the Contractor to bill the NRC. The listing will be

provided to the NRC on a quarterly basis or upon request if it is deemed necessary to view the listing on a more frequent basis.

A.13 KEY PERSONNEL

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with the requirements of this task order.

If personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the NRC Contracting Officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

In other circumstances, where either of the contractor personnel are absent for a week or more (example: vacation), the contractor shall provide backup support as necessary. Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitution. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the NRC Contracting Officer to evaluate the proposed substitution. The NRC Contracting Officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his/her approval or disapproval in writing.

If the NRC Contracting Officer determines that suitable and timely replacement of 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, the contractor may be terminated by the NRC Contracting Officer for default or for the convenience of the Government, as appropriate. If the NRC Contracting Officer finds the Contractor at fault for the condition, the contract price may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

A.14 CONTRACT DELIVERABLES

The deliverables to be provided under this BPA shall be specified in the SOW for each order placed. The Contractor shall ensure that all contract deliverables for each task meet the NRC's requirements.

A.15 REPORTING REQUIREMENTS

The Contractor shall submit a bi-weekly report for orders having an estimated cost or fixed price in excess of $50,000, unless otherwise specified in the order. The status report shall contain at a minimum the:

- Estimated baseline costs compared to actual costs,
- Actual performance versus scheduled performance,

- Changes to order specific metrics and;
- Any problems or issues that may result in a schedule delay or cost overrun.

This report shall be submitted to the Contracting Officer, the Project Officer, and the Technical Monitor for each order. One copy of a summary report which rolls up all the individual order data shall be submitted to the Contracting Officer and the Project Officer.

Notwithstanding the reporting requirement, the Contractor shall notify the Contracting Officer, the Project Officer, and the Technical Monitor for any order when a schedule slip or cost overrun is projected.

The NRC may require the Contractor to use an NRC generated format or may accept a proposed Contractor format that, will be determined on an order specific basis.

A.16 NRC FURNISHED PROPERTY AND MATERIALS

The NRC will not provide any equipment for the contractors to complete the tasks. However, a copy of NRC Management Directive 2.5, "Systems Development Life Cycle Methodology" will be provided as a reference material.

Attachments: Statement of Work
Billing Instructions

Attachment No. 1

STATEMENT OF WORK

C.1 Background

The Nuclear Regulatory Commission (NRC) is a Federal Government agency responsible for licensing and regulating commercial nuclear facilities and materials and for conducting research in support of licensing and regulatory processes. This responsibility includes protection of the public health and safety with regard to nuclear materials and the operation of commercial power reactors. NRC is a relatively small agency, with approximately 2,800 employees, about 1,800 of which are at headquarters. NRC has major offices at five locations in the United States: Headquarters located in Rockville, Maryland; and Regions 1 through 4 located respectively in King of Prussia, Pennsylvania; Atlanta, Georgia; Lisle, Illinois, and Arlington, Texas. In addition, NRC has several separate field offices, plus NRC Resident Inspectors located at each licensed commercial power reactor site.

At a generic functional level of operation, NRC tracks a wide variety of items: such as events, workload, projects, licensee reactor operational procedures, nuclear waste disposal processes, inspection results, licensing applications and processes, nuclear industry and construction engineering technological advances, research results, legislation, and the movement and accountability of documents. Information necessary to track these items comes from nuclear industry licensees, NRC inspectors, from reports, from data and textual resources (within and outside of the NRC), or from NRC research or interaction with the nuclear industry and Government agencies. NRC also analyzes what it tracks for statistical summaries, trends, decisions on whether events or conduct tracked was within regulations or standards, whether it requires NRC action (e.g., enforcement, making new rules, updating nuclear industry standards, initiating new research), or whether it requires notifications to other entities. NRC offices take actions required to support their respective responsibilities, thus generating NRC projects, research efforts, enforcement actions, hearings, published reports, coordination with domestic or foreign entities, etc. The NRC must collect, store, maintain, archive, data on these actions and make that data available to NRC offices, the nuclear industry, Congress, and the public.

The flow of information into and out of NRC is massive and constant. Most of this information flow is still paper-based, although a newly operational document management system is moving away from paper to electronic media. Fixed data fields can be useful for many statistical and analytical purposes, but staff still need to review and analyze data within the full context of their documents and circumstances where they originally occurred. NRC has a continuing and growing operational requirement for data-, text-, and image-based information resources and often simultaneous (integrated) search, retrieval, and analysis from all three.

In 1996, in pursuit of objectives in the agency's Information Technology (IT) Strategic Plan, NRC initiated a necessary and comprehensive enterprise-level effort and approach to total life-cycle management, integration, and operation of applications systems, in an emerging client/server environment, and within a framework of standards and consistent methodologies.

This initiative was called the Comprehensive Information Systems Support Consolidation (CISSCO) Program. The program is currently implemented through a task order under GSA's 9600 Multiple Award Contract. The task order ends August 29, 2001.

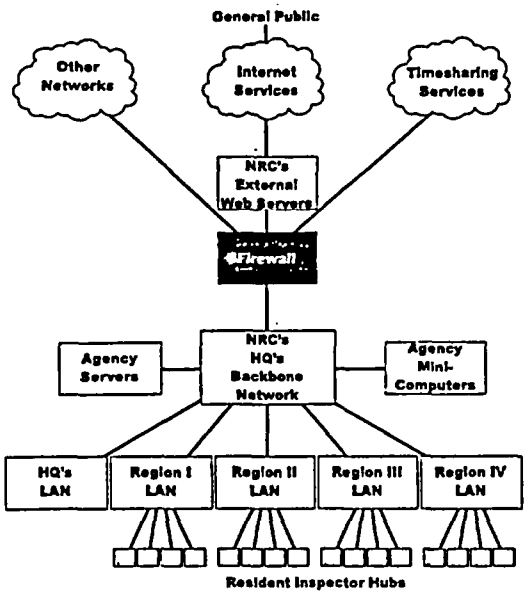
NRC intends to issue Blanket Purchasing Agreements (BPAs) to provide services across four functional areas that will continue to support NRC's Office of the Chief Information Officer (OCIO) in its agency wide accomplishment of original CISSCO Program requirements under the new title of CISSCO II. These objectives provide the framework under which those BPA operate and identify intended NRC outcomes for the CISSCO-II program.

C.1.1 Program Funding History

	1997	1998	1999	2000	Total
Applications Software					
M&O	1,992K	2,299K	1,788K	1,332K	7,411K
Development	3,961K	6,467K	5,928K	6,114K	22,470K
Document Processing	12K	896K	2,680K	2,745K	6,333K
Enterprise Integration Management	601K	651K	334K	84K	1,670K
Security	50K	50K	50K	50K	200K
Totals	6,616K	10,363K	10,780K	10,325	38,084K

C.2 NRC Environmental Infrastructure

NRC's Information Technology (IT) architecture is designed to provide a standard method for delivering IT services to the desktop of employees and designated contractors, as well as facilitate communications with external organizations, such as other government agencies, domestic and foreign, nuclear power plants and other clients, laboratories, and the general public. NRC's computer centers, which include its servers and mini-computers, are connected to Rockville's headquarters backbone network. Other networks, Internet services, and mainframe timesharing services are also connected through Rockville after passing through a firewall. NRC's Enterprise Network Architecture is shown below.



NRC's Enterprise Network Architecture.

C.2.1 Network Infrastructure

All NRC LAN's are connected to headquarters' backbone network. NRC's other IT systems and services are also connected to NRC's backbone network, through a series of inter-connected hubs, routers and switches. Regional wide area network connections and backbone connections use Asynchronous Transfer Mode (ATM) to maintain maximum speed, inter-operability and security as well as provide potential for any-to-any communications. Internet Engineering Task Force (IETF) protocols are used at the application level for inter-operability.

In addition to its internal private network, NRC uses services from various external sources, such as Internet services and other government agency mainframe timesharing services. NRC coordinates with these services to install connections that would make service accessible to NRC users via standard desktop workstation systems. The preferred mode of access is through existing LAN infrastructure using standard remote LAN protocols or ATM.

C.2.2 Workstation Infrastructure

All agency personnel are provided with a standard desktop workstation that is an Intel-based processor using Microsoft's NT workstation operating system. Workstations are connected to a switched Ethernet local area network (LAN). Each NRC location uses the same architecture for its LAN installations. This standardization makes operations and maintenance consistent throughout the agency, and eases implementation of new agency-wide applications and services.

C.2.3 Computer Platforms

Most new development will use the NRC client/server hardware/software platform currently configured as follows:

- SERVER: IBM RS/6000 models 370/62 MHZ and 570/50 MHZ with 32 MB/1 GB system memory and 400 MB/7.2 GB fixed disk storage scalable to 36.2 GB/58.6 GB with external disk expansion unit.
- RDBMS: SYBASE and Microsoft SQL Server.
- Graphical User Interface: Windows NT
- Software Engineering: PowerBuilder, Delphi, and Micro Focus COBOL, Visual Basic and C.
- Decision Support/Executive Information System: Microsoft Access
- CASE: Platinium ERWIN is being used for construction of data and process models. data mart support, and code generation where appropriate.
- Data Communications: Novell NetWare supporting multiple concurrent protocols (TCP/IP, ON-NET, IPX/SPX), and SYBASE (DLL, Netlib) using AIX, NETSCAPE WEB Server using drones such as OMNIPORT.

Minicomputers currently being used at NRC are Data Generals. The Data General machines, use AOS/VS and AOS/VS-II operating systems and run applications written with the following software: COBOL and IDEA with INFOS, CQCS, Sort/Merge, and C.

C.2.4 Application Systems

	Mainframe	LAN PC	Standalone PC	Mini	Client/Server	Total
Operational	18	49	13	6	14	100
Under Development					3	3
Total	18	49	13	6	17	103

C.2.5 Development and Maintenance Tools

The most common languages for PC systems are Clipper (49 systems), dBASE (27 systems), and FoxPro and Paradox, (2 systems each), and R&R ReportWriter (10 systems). Client/server applications use mostly SYBASE and PowerBuilder (11 systems), with some use of MS Access, COBOL, Crystal Reports, Delphi (3 systems), PeopleSoft, SQR and SQL. Mainframe applications use largely COBOL, DB2, RAMIS ADS/0, TSO CLIST, Assembler, WYLBUR CP; PL/1, VSAM, and ISPF.

NRC's Agency-wide Document and Access Management System (ADAMS) employs COTS packages such as FileNET Integrated Document Management products. which include IDMDS 4.2 with a CSM patch, IDM Desktop 2.02 w/ patches 1-10, Integrated Workflow 1.22, Watermark Viewer 3.1.1.2, and custom software using IDM objects, WM Viewer, and custom controls written in Visual Basic 6. Additionally, Foremost Record Management Software from Provinance Systems, Inc is used.

C.2.6 High Performance Computing

Computing hardware that make up NRC's current high-performance UNIX environment includes UNIX-based computers from most major UNIX computer manufactures. On the Intel side, most of the machines are Intel-based Pentium's.

Operating systems are Sun Solaris 2.x, IRIX, IBM AIX, Windows 95/98, and Windows NT 4.0. Databases are SYBASE, Oracle, Access, and Informix. Software in support of code development include but are not limited to ARC/INFO, WordPerfect, WordPerfect Office, Earth Vision, FrameMaker, Mathematica, OSF/Motif, Fortran, C++ and Java.

C.3 Objective

The objective of this document is to outline technical support requirements that successful contractors must meet to assist NRC in supporting a comprehensive approach to integration, total life-cycle management, and operation of applications systems within a framework of standards and consistent methodologies, hereinafter referred to as CISSCO II Program requirements. Our most important functional requirement is enhancement and integration of applications systems over an extended period under applied standards and consistent development methodologies, to achieve cost effective consistent life-cycle management of all applications systems at NRC. In addition, NRC has socio-economic obligations which need to be accommodated by this initiative.

NRC has a strong commitment to utilize small, small disadvantaged, and woman-owned small businesses in Agency programs. NRC desires to continue its current level of support and utilize high-performing small business concerns to the greatest extent possible, consistent with efficient BPA performance, and minimize the potential negative impact on continued participation of such groups in any arrangement. Ideally, continuing the commitment of obtaining cost-effective customer services and maximizing small, small disadvantaged, and woman-owned small business participation may be met through teaming arrangements, joint ventures, and/or individual subcontracting plans containing aggressive acquisition and mentoring objectives.

C.4 SCOPE

You shall be called upon to provide support in the following Functional Area. NRC envisions that everything under Functional Area 1 except new systems development will be competitively awarded as an order (hereafter referred to as the M&O order) to one of the contractors who holds a BPA under Functional Area 1. All new applications systems development work under Functional Area 1 will be competed among all BPA holders in that Functional Area and after the maintenance acceptance period specified in the order for that new development, maintenance and operations of that new software will transfer to the "M&O order " contractor.

C.4.1 Functional Area 1 - Software Development, Operations, and Maintenance

The contractor selected to receive the "M&O order" will be responsible for overall maintenance and operations of the NRC existing applications as of the time of issuance of the first order. Work to be performed under this functional area is further discussed in Section C.5.2 below.

All of NRC's requirements for new systems development must also be in accordance with current and emerging standards and development/life-cycle management methodologies and will be competed among BPA holders as separate orders. Work to be performed under this area is further discussed in Section C.5.2 below.

C.5 Statement of Work

The contractor shall furnish necessary personnel, materials, equipment, facilities, travel, and other services required to meet CISSCO-II Program requirements as described in this statement of work. It is the Contractor's responsibility to remain current with software and equipment used by NRC, and for any training required for Contractor personnel.

System integration includes the concept of "turnkey solutions". The contractors may be required to procure (on a cost reimbursable, non-fee bearing basis) limited items of software and hardware (major hardware and software procurement may use other NRC non-CISSCO-II contracts) that are integral to the success of the solution and that are not provided by NRC.

As NRC's technological needs change successful contractors may also be required to procure (on a cost reimbursable, non-fee bearing basis) hardware or software to fill these needs..

The contractor must be prepared to perform the requirements of this BPA at any NRC operating location - including leased facilities that are not part of the regular office space, but that are located in the Washington metropolitan area or in Regional office locations, as required, during the period of performance of this BPA. All travel inside the Washington, D.C. metropolitan area does not require prior approval by NRC's CISSCO II Program Director and will be billed separately. All travel outside the Washington, D.C. metropolitan area will require prior approval by NRC's CISSCO II Program Director and will be on a cost reimbursable basis, in accordance with the specific order authorizing the travel.

C.5.1 Administrative Requirements

Element 1 - Pick-up and Delivery

Successful contractors receiving orders will provide once daily pickup/delivery service at NRC Headquarters in Rockville, MD for documents submitted between the NRC CISSCO-II Program Manager and successful contractors, including work products performed at successful contractors' site. Any person filling this position will require an NRC entrance badge and must be part of the successful contractor's staff. A courier service cannot be used.

Element 2 - Cooperation with Other NRC Contractors

Throughout the life of these BPAs, the contractor selected will be called upon to cooperate with any other NRC contractors who are performing work under these BPA's or other NRC contracts.

C.5.1.1 Orientation to NRC's Environment

After award of CISSCO-II program BPA's, successful contractor's "Key Personnel" shall attend orientations at an NRC-provided D.C. Metropolitan location. NRC will conduct a series of briefings that will last approximately one day per functional area. Orientation briefings will familiarize successful contractors by functional area with the following:

- Background
- Requirements
- Milestones
- Current contracting vehicles
- Work loads
- Government Furnished Information
- Required Standards
- Accounting needs
- Participants

C.5.1.2 Program Management Plan

All BPA holders receiving orders will develop and deliver a draft and final CISSCO II Program Management Plan that is based on the successful contractor's proposal. This must be followed by quarterly updates. At a minimum, the plan must describe:

- Technical approach

- Organizational resources, including staffing projections at Contract Line Item Number (CLIN) levels

- Management controls the successful contractor will employ to meet cost, performance, and schedule requirements throughout the BPA life, down to the order and CLIN level.

- The manner in which the successful contractor will effectively transition program and task/subtask management from expiring contracts.

C.5.1.3 Status Reporting

All contractors who receive orders shall provide biweekly status reports that describe progress-to-date at order and CLIN levels. At a minimum, biweekly status reports shall include accomplishments during the current reporting period, accomplishments planned for the next reporting period and any issues affecting progress or performance capability. In addition, biweekly status reports shall address each of the following areas, as applicable to each reporting occasion:

- Costs: staff hours and funds expended per biweekly period, per order, per CLIN, and per application system (identification number, acronym and title). This information shall be rolled up into monthly, quarterly, semi-annual, and annual usage.

- Schedule information

- Identification of program, order, and CLIN managers and other key personnel and all changes to these personnel

- Status of each order and CLIN

- Plans and recommendations for future priorities and activation of work items

- Program, order, and CLIN impact (positive or negative) on the NRC IT infrastructure (e.g., WAN/LAN operations and capacity, communications, configuration management)

- Requirements traceability

- Assessment of progress toward enterprise integration

- Quality assurance activity

- Configuration management activity

All contractors who receive orders shall be required to input data into the CISSCO Task Assignment and Control System (CTACS). The data to be entered is general tracking and cost data such as date received, amount, date submitted to NRC, etc, and shall be entered into CTACS within 2 work days of the associated event occurring.

C.5.2 Functional Area 1 - Software Development, Operations, and Maintenance

Under Functional Area 1, the contractor may be required to perform activities relating to maintenance, enhancement, further development, and operational support of NRC's SDLCM.

This area also involves all aspects of design, development, documentation, testing, implementation, operation, maintenance, and enhancement of applications systems (newly developed, enhanced or migrated) in both a client/server and legacy environment

BPA holders under this functional area may develop and implement applications systems (new or migrated) and prepare detailed system designs. A detailed system design, based on the SDLCM document, may include detailed information (data, text, image) and process models, program specifications, interface specifications, screen and report designs, prototypes, program control specifications, structure charts, module definitions, compile or build units, data usage definitions, networking or teleprocessing considerations, and hardware and network architecture requirements.

Regardless of the activities performed under this functional area, the Contractor shall employ the NRC Systems Development and Life-Cycle Management methodology in performing development efforts. Further, any processes or documents required by the SDLCM may be required to be performed as part of a specific order.

Attachment No. 2

BILLING INSTRUCTIONS

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 and Property Management
Mail Stop T-7 I2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at $5,000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop T-7 D27
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, MD, MD Pike
Rockville, MD, MD, 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:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9 H4
Washington, DC 20555

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

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

A. BPA/Contract number and delivery order number.

B. Sequential voucher/invoice number.

C. Date of voucher/invoice.

D. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.

E. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

F. For labor-hour delivery orders with a ceiling, provide a breakdown by task of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist	100	35.00	$3,500.00	500	$ 17,500.00
Engineer	100	25.00	$2,500.00	100	$ 2,500.00
Totals:			$6,000.00		$ 20,000.00

Invoices for the order shall be broken down by task. You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all tasks. The summary must contain the cumulative amount invoiced to date.

G. 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.

H. Weight and zone of shipment, if shipped by parcel post.

I. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

J. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

K. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

Start Date	Destination	Costs
From:	From:	
To:	To:	$

Provide supporting documentation (receipts) for travel expenditures in excess of $75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order: If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION 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 order may not exceed the total U.S. dollars authorized under the order.

Supersession: These instructions supersede any previous billing instructions.