

**ORDER FOR SUPPLIES OR SERVICES**

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

BPA NO. DR-09-06-131

1. DATE OF ORDER 9/17/2008	2. CONTRACT NO. (if any) GS35F0125S	6. SHIP TO:	
3. ORDER NO. NRC-T011	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. RFP# DR-09-06-131/FFS: RQCF008363	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sheila Bumpass, 301-492-3484 Mail Stop T-7-I-2 Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
7. TO:		b. STREET ADDRESS Attn: Ruth Spencer 301-415-0569 OCFO	
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20555	

a. NAME OF CONTRACTOR AEGIS.NET INC	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS 42 READS WAY	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY NEW CASTLE	REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE DE	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
f. ZIP CODE 197201649		

9. ACCOUNTING AND APPROPRIATION DATA B&R: 87N-15-5H1-357 Job: N7242 BOC: 252A Approp.: 31X0200 Obligate: \$80,637.68 DUNS: 152858358	10. REQUISITIONING OFFICE CFO
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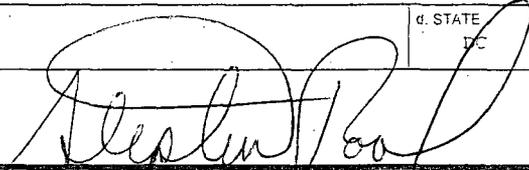
11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT N/A
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone
<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> f. EMERGING SMALL BUSINESS
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	IV&V services according to the attached statement of work Period of Performance: September 22, 2008 - June 30, 2009 Contractor may not exceed the total obligated amount of this task order.					
001	Functional Expert - BPA Year 2				\$1,295.12	
002	IV&V Technical Specialist - Year 2				\$6,064.80	
003	Functional Expert - Year 3				\$5,309.76	
004	IV&V Technical Specialist - Year 3				\$67,968.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$80,637.68
21. MAIL INVOICE TO:			17(h) TOTAL (Cont. pages)
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2			17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Attn: DR-09-06-131 TG 10			
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	
SEE BILLING INSTRUCTIONS ON REVERSE			NTE \$80,637.68

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Stephen Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**TEMPLATE - ABR0001**  
AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

**SUNSI REVIEW COMPLETE**

OPTIONAL FORM NO. 346-109  
PRESCRIBED BY 41 CFR 101-11.6

## TASK ORDER TERMS AND CONDITIONS

### STATEMENT OF WORK TO PROVIDE COMPUTER INDEPENDENT VERIFICATION AND VALIDATION SERVICES FOR THE FEES SYSTEM (FEES)

#### 1.0 BACKGROUND

The Office of the Chief Financial Officer (OCFO) of the U.S. Nuclear Regulatory Commission (NRC) requires independent verification and validation (IV&V) services for the steady state OCFO financial management systems, systems under development, and legacy systems replacement efforts.

The NRC requires the support of a contractor to perform independent verification and validation services for the OCFO financial management systems. The contractor will use the Office of Information Services (OIS) Management Directive (MD) 2.8, Project Management Methodology (PMM) requirements or other requirements as directed by NRC Project Officer to evaluate and support OCFO steady state systems, systems under development, and legacy systems replacement efforts. These services shall include but not be limited to (1) establishing a process for requirements and design reviews, (2) support of the project team in resolving all software-related issues, (3) evaluation and support of test planning, test validation, execution, and reporting, and (4) providing reports on specific findings and recommendations for actionable items continuously throughout the process.

#### 2.0 OBJECTIVES

The objective of this task order is to provide independent and expert information technology support services for IV&V activities. The IV&V activities will be in support of the OCFO financial systems operational, under development, and planned. The contractor shall meet the following objectives:

- (1) Evaluate system and design requirements and other documents to ensure that critical requirements are identified,
- (2) Review test planning to ensure that thorough analysis, design, development, testing, and reporting of all required functionality is completed,
- (3) Validate test results against requirements/expectations, and
- (4) Provide reports on specific findings and recommendations for actionable items continuously throughout the process.

#### 3.0 SCOPE OF WORK

The OCFO has developed an automated method (i.e., a "tool") that compares time and labor transactions to billing transactions and identifies discrepancies. Originally designed to perform an automated statistical sampling, the tool's purpose has evolved into a control intended to provide a completeness and accuracy verification for the Casework billing.

IV&V services are needed during Fiscal Year 2008 and 2009, to assure that the automated comparison tool consistently and correctly reflects the requirements and expectations of the OCFO Fees System owner and users. The tool is written in Structured Query Reporting (SQR) language and utilizes data obtained from the NRC's Human Resources Management System (Time & Labor) and the License Fee Reporting System (FEES). The OCFO requires verification that the tool performs accurately based on written specifications, and validation to ensure that it complies with operational and technical requirements.

#### 4.0 SPECIFIC TASK REQUIREMENTS

##### 4.1.1 Task 1 - Fees System Casework Tool Review for FY08 and FY09

###### Requirements

The contractor shall:

1. Develop an IV&V Plan to include a proposed work schedule showing milestones, critical activities and dependencies for the completion of work.
2. Obtain an overview of the process and expectations.
3. Establish a baseline IV&V Plan prior to the start of the project task that includes the proposed IV&V methodology or approach and schedule that will be used for each IV&V artifact.
4. Identify a preliminary list of the processes, products, and inputs to be evaluated by the IV&V process in coordination with the PMM or Project Officer.
5. Review available documentation, e.g., requirements, specifications, statistical sampling strategy, Users Guide.
6. Verify requirements definition to determine whether or not they are complete, well-defined, accurate, readable, and testable. Identify any shortcomings.
7. Review acceptance test cases. Determine whether or not test coverage is adequate and identify any shortcomings.
8. Conduct independent tests to include a code review and other methods, as appropriate, that will analyze the flow of data, computational correctness, algorithms, handling of boundary conditions, input/output validation, error handling, process definition, storage limitations, etc., to validate that functional requirements are met. Also analyze any additional security risks that may be introduced either by the tool or the environment with which it interfaces.
9. Perform operational readiness review. Assess the feasibility of maintaining the tool, as well as its deployment and operational readiness.
10. Provide a written report that states all findings and recommendations. Evaluate the product to ensure compliance with requirements. Include results of the code review, as well as overall findings at both a technical and executive level. Describe, in detail, the functions that the tool is performing and how it is completing it.
11. Provide notification in a timely manner if prior to the delivery date of the draft IV & V Report questions or issues arise requiring action.

###### Standard

The contractor shall prepare a report template for each artifact requiring IV&V. The report template is to include at a minimum, an executive summary of no more than 5 pages summarizing the results of the review and conclusion. The report template shall also include the detail activity of the IV&V activities, tasks and results, including status and disposition of anomalies and risks.

**Deliverables**

The contractor shall deliver the following:

Item	Name	Due Date
1	Draft Independent Verification and Validation Plan	5 work days after task order award
2	NRC approval	5 work days after receipt of draft
3	Final Independent Verification and Validation Plan	5 work days after NRC approval of draft
4	Draft Report Template	10 work days after task order award
5	NRC approval	5 work days after receipt of draft
6	Final Report Template	5 work days after NRC approval of draft
7	Draft IV&V Report for Each Artifact Provided	10 work days after submission of artifact to be IV&V'd
8	NRC approval	5 work days after receipt of draft
9	Final IV&V Report for Each Artifact Provided	5 work days after NRC approval of draft and within seven weeks of task order award

**5.0 OVERALL PERFORMANCE STANDARDS AND DEDUCTION SCHEDULE:**

The following processes will be used by NRC to motivate successful performance of the contract requirements stated herein:

Failure by the Contractor to comply with any of the procedures and/or contract requirements stated herein shall constitute a **“valid-deficiency”** under this contract, unless the failure can be shown to be caused by circumstances beyond the Contractor’s control.

No more than one (1) contract-deficiency shall be allowed by NRC per calendar-month period, in which the NRC-PO determines the discrepancy is a “valid-deficiency” for non-compliance with any Contract Requirements.

The Contractor shall invoice monthly with a single invoice that includes a breakdown of the cost of all support provided during the previous calendar-month’s period. For any month in which the Contractor fails to comply with the contract requirements stated herein, NRC reserves the right to deduct the following amounts from that month’s total monthly invoice payment:

- 0-1 Valid-deficiency’s per calendar-month period will result in no deduction;
- 2 Valid-deficiency’s per calendar-month period will result in 5% of the total monthly invoice being deducted;
- 3 Valid-deficiency’s per calendar-month period will result in 6% of the total monthly invoice being deducted;
- 4 Valid-deficiency’s per calendar-month period will result in 7% of the total monthly invoice being deducted;
- 5 Valid-deficiency’s per calendar-month period will result in 8% of the total monthly invoice being deducted;

- 6 Valid-deficiency's per calendar-month period will result in 10% of the total monthly invoice being deducted.

NOTE: Under the Performance Incentives listed above, NRC will not deduct more than a total of 10% from the monthly invoice.

The deductions listed above do not prevent NRC from taking other appropriate actions to correct performance problems under this contract.

## 6.0 ACCEPTANCE CRITERIA

For Task 1 in Section 4.0, the contractor shall prepare a final IV&V report to include, at a minimum, scope of work, methodology, findings, traceability matrix, and recommendations. The report deliverable should provide sufficient detail to ensure completeness, consistency, correctness, and accuracy of the work performed. All deliverable products shall be grammatically correct according to industry standard rules and contain correct spelling. All technical and financial terms shall be clearly defined to be understood by all readers. All final deliverable products will be approved in writing by the PO or a designated representative.

## 7.0 MEETINGS AND TRAVEL

### 7.1.1 Kick-off Meeting

For Task 1 in Section 4.0 above, the contractor shall participate in a kick-off meeting no later than five (5) business days after award to introduce the NRC Project Officer, the Task Manager, and other NRC representatives. The purpose of the meeting is to review and discuss the OCFO's goals for the project and to establish contractor/NRC communications report framework for the project. Further, discussion shall include the PMM phases and corresponding deliverables as identified in Section 5.0, Deliverables. Internal NRC documents will be coordinated during this meeting.

### 7.1.2 Travel

For Task 1 in Section 4.0 above, the contractor shall complete work associated with these tasks at the contractor's own facilities and/or NRC Headquarters in Rockville, MD. Travel to other locations will not be required.

## 8.0 GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT

For Task 1 in Section 4.0 above, to facilitate the work to be performed, the NRC will, upon request, provide the contractor with any and all materials documenting current applications systems, processes, requirements, and access to Government and other contractor personnel as required. Such documentation may include Users, Guides, As-Built Guides, among others.

## 9.0 PERIOD OF PERFORMANCE

The period of performance is 9 months from the date of task order award as stated on the award document.

### A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

### A.2 Other Applicable Clauses

- See Addendum for the following in full text (if checked)
- 52.216-18, Ordering
- 52.216-19, Order Limitations
- 52.216-22, Indefinite Quantity

- 52.217-6, Option for Increased Quantity
- 52.217-7, Option for Increased Quantity Separately Priced Line Item
- 52.217-8, Option to Extend Services
- 52.217-9, Option to Extend the Term of the Contract

### **A.3 SEAT BELTS**

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

### **A.4 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

### **A.5 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.