

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
GSA FEDERAL SUPPLY SCHEDULE**

NRC-DR-09-10-320

In the spirit of Acquisition streamlining, the U.S. Nuclear Regulatory Commission and  
The MIL Corporation enter into an agreement to facilitate the acquisition  
of FAIMIS Project Support from the General Service Administration  
(GSA) Federal Supply Schedule (FSS) Contract(s) GS-10F-0274P

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:

Shirley Thompson 4/28/10  
Contracting Officer DATE  
U.S. Nuclear Regulatory Commission

Ronald V. Price 4/30/10  
Contractor Authorized Representative DATE  
Ronald V. Price, Contracts Administrator  
Title

The MIL Corporation  
Company Name

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-10F-0274P ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between The MIL Corporation and the U.S. Nuclear Regulatory Commission under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA:

**A.1 ADMINISTRATIVE DATA**

Primary Point of Contact:

The MIL Corporation

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(Provide complete name, title, corporate address, electronic mail address and phone number)

Linda Glasco, Vice President

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4000 Mitchellville Road

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Suite A210

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Bowie, MD 20716

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email: LGlasco@milcorp.com

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301-805-8500

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Alternate Point of Contact:

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Are you a Small Business under NAIC Code 541611 (FAR PART 19.102)? YES NO x

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? YES NO x

Are you a Woman-Owned Business? YES NO x

CAGE CODE: 4RE72  
DUNS NUMBER: 798891854  
TIN: 521185063

Cognizant DCAA Office (Include complete address):

N/A

(other auditing activity may be listed)

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**A.1 PROJECT TITLE**

The title of this project is as follows: **FINANCIAL ACCOUNTING AND INTEGRATED MANAGEMENT INFORMATION SYSTEM (FAIMIS) PROJECT**

**A.2 BRIEF DESCRIPTION OF WORK**

The contractor shall provide project planning, business process engineering, configuration management, and monitoring and control activities during the execution phase of FAIMIS.

**A.3 TERM OF BPA**

The ordering for this contract shall commence on date of award and will be April 28, 2010 through December 31, 2011.

**A.4 PRICE SCHEDULE**

BPA Estimated Labor: April 1, 2010 through December 31, 2010					
<b>ON SITE RATES</b>					
ITEM	NRC Labor Category	Mobis Schedule Labor Category	GSA Hourly Rate	Number of Hours	Total Cost
001	Business Process Engineer	Manager/Leader I	[REDACTED]	[REDACTED]	[REDACTED]
002	Master Planner (PM)	Program Analyst VII	[REDACTED]	[REDACTED]	[REDACTED]
003	Configuration Manager	Program Analyst VII	[REDACTED]	[REDACTED]	[REDACTED]
<b>Not to Exceed Total</b>					<b>\$686,734.88</b>

BPA Estimated Labor: January 1, 2011 through December 31, 2011					
<b>ON SITE RATES</b>					
ITEM	NRC Labor Category	Mobis Schedule Labor Category	GSA Hourly Rate	Number of Hours	Total Cost
001A	Business Process Engineer	Manager/Leader I	[REDACTED]	[REDACTED]	[REDACTED]
002A	Master Planner (PM)	Program Analyst VII	[REDACTED]	[REDACTED]	[REDACTED]
003A	Configuration Manager	Program Analyst VII	[REDACTED]	[REDACTED]	[REDACTED]
<b>Not to Exceed Total</b>					<b>\$794,666.00</b>

Total Price \$1,481,400.88

**A. 5 CONSIDERATION AND OBLIGATION**

(a) The total estimated amount of this BPA (ceiling) for the products/services ordered, delivered, and accepted under this BPA is **\$1,481,400.88**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the BPA period provided such orders are within any maximum ordering limitation prescribed under this BPA.

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

**A.6 INCORPORATED BY REFERENCE**

This BPA will incorporate one ore more of the clauses by reference, with the same force and effect as if they were given in full text, if they are not already included in the Offeror's GSA Schedule contract. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

NUMBER	TITLE	DATE
52.227-14	RIGHTS IN DATA – GENERAL	JUN 1987
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003

**A.7 TASK ORDERS**

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

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

**A.8 LABOR HOUR ORDERS**

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

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

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

(d) The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 1%. These adjustments are allowable only to the extent that the ceiling price and total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

(e) Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique U.S. Nuclear Regulatory Commission Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Statement of Work (SOW) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the SOW because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an U.S. Nuclear Regulatory Commission Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

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

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

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

## **A.9 TASK ORDER PROCEDURES (OCT 1999)**

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

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

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

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

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

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

## **A.10 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

#### **A.11 AUTHORIZED USERS**

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

#### **A.12 NONPERSONAL SERVICES**

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

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

(c) The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

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

#### **A.13 MANAGEMENT CONTROL**

The BPA holder shall provide to Contracting Officer (CO) a list of all teaming partners or subcontractors within 15 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within 15 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor

location. Authorized Government personnel shall accompany all visits to U.S. Nuclear Regulatory Commission Program Offices, unless other specific arrangements have been made.

#### **A.14 SEGREGATION OF COSTS**

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

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

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

#### **A.15 PROHIBIT ACTIVITIES**

The BPA holder shall not perform tasks under any resultant order which involve the following:

(a) preparation of any statement of requirements, objectives, or needs to be procured by the Government for Technical Assistance for the Safety Review of LRAs services, whether to be acquired by future orders under the Management, Oriented Business Integrated program/GSA Federal Supply Services Schedule, or by any other contract action at U.S. Nuclear Regulatory Commission;

(b) evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for Technical Assistance for the Safety Review of LRAs services or any other supplies or services;

(c) formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of Technical Assistance for the Safety Review of LRAs of-like services;

(d) preparation of documentation for future orders for Technical Assistance for the Safety Review of LRAs services.

#### **A.16 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Michelle Curtis

Address: U.S. Nuclear Regulatory Commission  
11545 Rockville Pike

Mail Stop: T9-E2  
Rockville, MD 20852

Telephone Number: 301-415-7607

Email Address: [Michelle.Curtis@nrc.gov](mailto:Michelle.Curtis@nrc.gov)

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

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

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer

shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 –Disputes

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

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

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

#### **A.17 KEY PERSONNEL (JAN 1993)**

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

[REDACTED]

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

(b) If one or more of the key personnel, for whatever reasons, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting office for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

#### **A.18 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.19 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

## **A.20 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.21 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services

within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue

a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

## **A.22 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## **A.23 PROJECT SUPPORT CONTRACTORS**

The Government may either award or have awarded management, engineering, technical, and other professional support service contracts (hereafter referred to as Project Support Contractors). Project Support Contractors may require access to proprietary and other data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government personnel.

The Contractor shall cooperate with Project Support Contractors by engaging in technical discussions with Project Support Contractors' personnel, and permitting such personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government personnel.

Project Support Contractors shall agree to protect proprietary information of the Contractor in accordance with Federal Acquisition Regulation (FAR) 9.505-4, to not engage in the production of products (including software), and to otherwise abide by FAR Subpart 9.5, entitled "Organizational Conflicts of Interest." Project Support Contractors shall be required to directly execute nondisclosure, non-use agreements with the Contractor and subcontractors if so requested by the Contractor.

#### **A.24 2052.204-70 SECURITY (March 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to unclassified Safeguards 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 assigns classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

#### **A.25 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MARCH 2006)**

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. *All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf).* It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

#### **A.26 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)**

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will pre-screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past ten years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award

**SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorable review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

In accordance with NRCAR 2052.204 70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

## SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

## CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

### **A.27 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, Computer Security Awareness course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

### **A.28 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)**

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

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

**STATEMENT OF WORK  
NUCLEAR REGULATORY COMMISSION (NRC)  
BUSINESS TRANSFORMATION ASSISTANCE  
FOR  
THE FINANCIAL ACCOUNTING AND INTEGRATED MANAGEMENT INFORMATION  
SYSTEM (FAIMIS) PROJECT**

**1.0 BACKGROUND**

The NRC currently uses a Federal Shared Service Provider (SSP), the National Business Center (NBC) at the Department of the Interior (DOI), to host the NRC core accounting system, the Federal Financial System (FFS). The FFS is no longer compliant with Federal standards for financial management systems and will no longer be supported by the NBC as of October 1, 2010. As a result, the NRC must replace its legacy core accounting system, the FFS.

NRC has selected CGI's Momentum Financials as its preferred software solution to replace FFS and will continue to use the NBC as the SSP to host and operate the new core financial system, the Financial Accounting Integrated Management Information System (FAIMIS). The NRC project implementation phase kick-off was on June 1, 2009 with a system "go-live" date of October 1, 2010. NBC, along with a sub-contractor, will perform software integration services for the NRC to implement the new COTS product.

The FAIMIS Project will replace five existing stand-alone financial systems: the Core Accounting System; the Cost Accounting System; the Capitalized Property System; the Allowance/Allotment Financial Planning System; and the Fee Billing System.

**2.0 OBJECTIVES**

The objective is to obtain contract services to perform the functions of Master Planner (MP), Business Process Engineer (BPE), and Configuration Manager (CM) for the transition to FAIMIS. These positions shall require the performance of project planning, business process engineering, configuration management, and monitoring and control activities during the execution phase of FAIMIS.

The MP shall maintain the FAIMIS Integrated Project Schedule and Master Project Schedule using Microsoft Project to meet the following objectives:

- (1). Provide the project stakeholders with an approved working guide for managing the FAIMIS implementation throughout the entire implementation life cycle;
- (2). Assist the NRC Project Officer (PO) with the coordination of interdependent activities of all stakeholders to ensure that FAIMIS is

implemented on schedule, within budget and within scope. The FAIMIS Integrated Project Schedule shall accurately and comprehensively define the actual task content, relationships and durations across all technical, program and functional disciplines;

- (3). Assist the NRC PO in proactively assess and analyze any risks and issues that may compromise the NRC Integrated Project Team's (IPT) performance and results and develop plans to remove or mitigate them;
- (4). Assist the NRC PO in conducting resource workload analysis to identify and resolve schedule and resource conflicts; and
- (5). Assist the NRC PO in developing an integrated Master Project Schedule capturing multiple Information Technology installation projects within the OCFO portfolio to ensure that the FAIMIS Project implementation approach is harmonious with sponsoring office's organizational goals and objectives.

The BPE shall produce internal process models, refine external processes and demonstrate mathematically, with modeling techniques, the impact of the refined approach. The NRC PO shall request adhoc system data modeling of the BPE. The BPE shall work collaboratively with the project manager.

The CM shall identify, control, report, and audit configuration items supporting NRC FAIMIS activities. The CM shall account for configuration items throughout their lifecycle. The CM shall manage and control the Change Control Board (CCB), provide monthly CCB minutes, weekly CM status accounting reports, tailor and refine CM process model.

### **3.0 SCOPE OF WORK**

Project Master Planning services are needed for the FAIMIS execution phase. The contractor shall be available to provide advice and assistance on an on-going basis to the NRC PO, and shall ensure that an Integrated FAIMIS Project Schedule is complete and up to date at all times during the implementation phase. The contractor shall monitor the Integrated FAIMIS Project Schedule and provide periodic status reports to NRC staff discussing potential deviations to project scope and schedule.

Business Process Engineering services are needed for the FAIMIS execution phase. The contractor shall determine and define values of OCFO FAIMIS current/as-is business processes. In coordination with NRC staff, the contractor shall assist in determining and defining values of OCFO FAIMIS new/to-be business processes. The contractor shall also assist with the modeling and defining of FAIMIS IPT operational processes and identify areas of improvement with defined values. The contractor shall be requested to perform adhoc system data modeling.

Configuration Management services are needed for the FAIMIS execution phase. The contractor shall determine the control and accounting of all components of the IT environment.

These services involve the management and control of system objects such as program code, database specifications, job controls, and user manuals that reside in an electronic repository and will eventually make up the operational system. Configuration management also covers non system objects such as critical published documents, including the Business Case, Release Plans, Requirements Specifications, and Design Reports. The Change Control Board shall be managed and monitored by the CM.

## **SPECIFIC TASK REQUIREMENTS**

### **Master Planner Tasks**

#### **3.1.1 Provide Project Planning Services during the FAIMIS Business Transformation Initiative.**

- (1). Develop a detailed task list, level of effort assessment, and short and long-term resource allocation projections based on input from all NRC key stakeholders and IPT members. In coordination with the NRC PO, the contractor will update the FAIMIS Work Breakdown Structure (WBS) provided by NBC with tasks to be performed by NRC. The contractor shall maintain NRC organization resource pools and NRC resource loading to ensure the proper alignment of NRC resources, in both labor and materials;
- (2). Develop, maintain and disseminate sub-project timelines and tactical plans to the FAIMIS IPT. For examples, see Attachments A and B. The contractor shall maintain version control over the Master Project Schedule, FAIMIS Integrated Project Schedule, sub project timelines and tactical plans to ensure proper oversight of updates;
- (3). Provide System Engineering Technical Advisory (SETA)/consultancy services. The contractor shall monitor schedules, issue logs and risk management plans and provide warnings of serious deviations or variations that may compromise project results. The contractor will assist with the development of workarounds, what if scenarios and mitigation and contingency strategies. The contractor will analyze affects and impacts of changes in specific activities, tasks, and milestone deliverables have on the goals and objectives of the overall project schedule and thus the organization;
- (4). Review Monthly Earned Value Management (EVM) reports to ensure that the project is on schedule, within budget, and within scope;
- (5). Act as the liaison between the NRC PO and NRC stakeholders to address proposed modifications to project scope, schedule, or budget by participating in Risk Management meetings, project status meetings, critical milestone events and additional meetings as directed; and

- (6). Assist the NRC PO to rally program personnel in completing the FAIMIS Integrated Project Schedule.

#### ***3.1.1.2 OCFO Master Project Schedule containing all OCFO Project Initiatives***

- (1). The contractor shall work with project stakeholders who consist of technical, functional subject matter experts and program/project managers to develop and baseline the integrated Master Project Schedule to ensure that the program strategic goals and objectives are achieved. In conjunction with the NRC PO contractor shall conduct analyses to ensure that the Master Project Schedule is harmonious with organizational goals and objectives;
- (2). Support the NRC PO by providing senior level consultancy services that will align with the NRC strategic plans, goals, and objectives and guide the development and implementation of the Master Project Schedule.

### **Business Process Engineer Tasks**

#### **3.2 Perform Business and Process Modeling**

- 3.2.1** The contractor shall create, develop, and monitor business and process models for the FAIMIS initiative (including but not limited to; FAIMIS application functionality, FAIMIS IPT operational processes, Follow-on Module functionality, and related OCFO functionality) to define as-is baseline values, potential to-be values, areas of functional impact, and probable organizational dynamics. The contractor shall work in close coordination with the OCFO, FAIMIS Functional Staff, FAIMIS Logistics Team and the FAIMIS Project Engineering Team to develop and capture needed source data. Identify areas and opportunities for re-engineering and suggest reasonable and feasible approach(es) to implement suggested changes. Critical assumptions shall be validated by IV&V Staff prior to executing computations.

#### **3.3 Perform and Use IDEF and Lean Six Sigma (LSS) Analysis Methodologies**

- 3.3.1** The contractor shall use IDEF and/or LSS to define processes, input and input sources, process controls, process resource demands, and process output with relative values. Critical assumptions shall be validated by IV&V Staff prior to executing computations.

#### **3.4 Assist the FAIMIS IPT and OCFO Management with Policy Development and Decision Making**

- 3.4.1** The contractor shall use factual data, findings, evidence, and/or results from process analysis and offer summarized results to IPT and/or OCFO Management to assist NRC staff in policy development, business decision making, and/or process reengineering.

### **3.5 Briefings, Reports, Presentations, Deliverables and Documentation**

- 3.5.1** The contractor shall provide and perform briefings, reports and presentations using common terms and language traditionally found in the OCFO and/or FAIMIS IPT. Briefings, presentations, and reports shall be prepared and delivered in a format using content appropriate for the audience. Deliverables and technical documentation shall retain the language and/or terms generally considered to be common in the modeling community.

### **Configuration Manager Tasks**

#### **3.6 CRITICAL REQUIREMENTS & FUNCTIONS**

- 3.6.1** Develop, define, and implement a Configuration Management (CM) process for the FAIMIS project
- 3.6.2** Perform CM Identification of Configuration Items (CI)
- 3.6.3** Manage, control, and lead FAIMIS IPT Configuration Management Program and Configuration Control Board (CCB)
- 3.6.4** Establish and Maintain CM Product Baselines
- 3.6.5** Perform change control over the FAIMIS system and non system CIs, and all related documentation.
- 3.6.6** Identify the configuration of the FAIMIS product at various points in time
- 3.6.7** Systematically control changes to the FAIMIS system configuration
- 3.6.8** Maintain the integrity and traceability of the configuration throughout the FAIMIS product life cycle
- 3.6.9** Conduct Configuration Audits
- 3.6.10** Performs Status Accounting
- 3.6.11** Monitors and maintains FAIMIS CM Plan
- 3.6.12** Develop and maintain FAIMIS CM process models
- 3.6.13** Control and track changes to Product Baselines including software, hardware, documentation and drawings from project inception to project closeout.

### **Deliverables**

#### **Master Planner Deliverables**

This will be an iterative and collaborative effort whereby the contractor shall provide on-going project planning for the FAIMIS Business Transformation initiative.

- (1). The contractor shall review and update the WBS obtained from NBC to incorporate NRC resources and activities after gathering resource requirements and schedule constraints from the NRC PO and key NRC stakeholders. The contractor shall also complete the draft WBS containing NRC resource allocations 5 business days after the NBC WBS has been made available.

- (2). The contractor shall provide iterative updates to the WBS on a periodic basis. Updates will be reviewed and approved by the NRC PO. The contractor shall maintain version control on all deliverables.

The contractor shall be available to provide additional planning activities as needed to include developing project planning charts, graphs, and briefing materials using Microsoft desktop tools; Visio, Powerpoint, Excel, and Project.

- (3). The contractor shall develop and maintain sub-project timelines and tactical plans using the existing template for FAIMIS. See Appendix A and B.
- (4). The contractor shall submit a formal quarterly report to the NRC PO which includes a summary of work performed with specific descriptions of all open issues and related status, and all issues that were closed during the quarter. This report shall be submitted five business days after the end of the quarter;
- (5). The contractor shall develop and provide briefings to senior executives concerning the results of milestone deliverable reviews, schedule variance, and critical path analyses. The frequency will be established by the NRC PO.
- (6). As directed by the NRC PO, the contractor shall prepare extracts from the FAIMIS Integrated Project Plan to develop/manage:
  - (a). Stakeholder Responsibilities Matrix;
  - (b). Workload Analysis; and
  - (c). Schedule conflicts
- (7). The contractor shall work with the NRC PO and key NRC stakeholders to obtain the status of work assignments and completion dates, and ensure the Integrated FAIMIS Project Schedule is always up to date.

#### Business Process Engineer Deliverables

The Business Process Engineer shall provide the following deliverables:

- a) Internal process models for the FAIMIS Implementation Project Team (IPT)
- b) Refine "To Be" processes (functional processes) and demonstrate mathematically the impact of the suggested refinements.
- c) Adhoc system data modeling

#### Configuration Manager Deliverables

The Configuration Manager shall provide the following deliverables:

- a) Monthly CCB minutes
- b) Weekly CM Status Accounting Reports
- c) Report on NBC CM activities
- d) Weekly CM Issues Tracking Reports
- e) Report on CM Audit Findings
- f) Tailor/Refine the CM process model

All report formats will be agreed upon by the NRC PO and the contractor five (5) business days after the kickoff meeting.

#### **4.0 ACCEPTANCE CRITERIA**

The report deliverables shall provide sufficient detail to ensure completeness, consistency, correctness, and accuracy of the work performed. All deliverable products shall be grammatically correct and contain correct spelling. All technical and financial terms shall be clearly defined to be understood by all readers. All final deliverable products shall be approved in writing by the NRC PO or designated representatives. All reports, policy and/or guidance shall be in narrative form, analytical and discussing business best practices supplemented, where appropriate, with diagrams, charts, graphs and other illustrations.

Inspection and acceptance of all services and deliverable items to be furnished hereunder shall be made by NRC's Project Officer (PO). The PO will have ten (10) business days to complete their review of the deliverables. The PO will accept or reject the deliverables in writing. In the event of the rejection of any deliverable, the PO, giving the specific reason(s) for rejection, shall notify the contractor in writing. The contractor shall have five (5) business days to correct the rejected deliverable and return it to the PO.

#### **5.0 MEETINGS AND TRAVEL**

##### **5.1.1 Kick-off Meeting**

For tasks identified in Section 3.0 above, the contractor shall participate in a kick-off meeting no later than five (5) business days after award. The purpose of the meeting is to review and discuss the NRC goals and to establish a contractor/NRC communications and reporting framework for the task order. Further, discussion shall include the corresponding deliverables as identified in Section 3.0 above. Internal NRC documents will be coordinated during this meeting.

##### **5.1.2 Periodic FAIMIS Status Meetings**

To perform the tasks identified in Section 3.0 above, the contractor shall be expected to attend periodic FAIMIS status meetings to be conducted, at a minimum, on a bi-weekly basis. Dates and times of status meetings will be established by the NRC PO. The status meetings will be held at the NRC Headquarters in Rockville, MD. The contractor shall be prepared to make

presentations or deliver status reports and/or discuss issues relevant to the status meetings.

### **5.1.3 Travel**

For Tasks identified in Section 3.0 above, the contractor shall complete work associated with these tasks onsite at the NRC Headquarters in Rockville, MD. Travel to other locations will not be required.

## **6.0 GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT**

For Tasks identified in Section 3.0 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.

NRC will provide office space, telephone, computer, and network access.

## **7.0 PERIOD OF PERFORMANCE**

The period of performance is April 1, 2010 through December 31, 2011.

## **8.0 ESTIMATED LEVEL OF EFFORT**

The estimated level of effort for this task order is 11,256 professional staff hours.

## **9.0 STAFF QUALIFICATIONS**

The contractor's proposed key personnel shall consist of the following:

A Master Planner with:

- (a). An advanced working knowledge of establishing and maintaining resource workloads in Microsoft Project 2003 or 2007 and able to extract and download data elements from Microsoft Project into Excel
- (b). Project Management Professional Certification
- (c). Qualifications to attain a Secret Security Clearance
- (d). 10 years or more direct applied Project Management experience

The following skill sets are desirable:

- (a). Knowledge of Configuration Management and Logistics
- (b). Experience and knowledge of Enterprise Architecture
- (c). Knowledge of the DoD Acquisition community and familiar with the DoD 5000 series framework, instruction, and Defense Acquisition Guide (DAG)

A Business Process Engineer with:

- a) 7 years or more direct business process engineering experience

Working knowledge of the following:

- b) Work-flow Modeling
- c) Data Modeling
- d) IDEF Modeling (IDEF-0)
- e) Lean Six Sigma Modeling
- f) Microeconomics
- g) Business Statistics
- h) Data Mining
- i) Data Availability Modeling
- j) Operational Availability Modeling
- k) Change Management
- l) Systems Engineering
- m) Program and Project Management

A Configuration Manager with:

- a) Strong written and oral communication skills required
- b) 10 years or more direct configuration management experience
- c) Previous experience using the following tools:
  - a. MKS Configuration Management
  - b. CM Software Integrity
  - c. Rational Clear Case
  - d. Rational Requisite Pro
  - e. Sharepoint
- d) Knowledge and understanding of MIL-HDBK-61A (Military Handbook-Configuration Management Guide)
- e) General knowledge and understanding of IEEE STD 828-1990 (IEEE Standard for Software Configuration Management Plan)
- f) General knowledge of IEEE 1042-1987 (Guide to Software Configuration Management)
- g) General knowledge and understanding of Defense Acquisition University (DAU) concepts of CM
- h) General knowledge of Integrated Logistics Support (ILS)
- i) General knowledge of Information Technology Infrastructure Library (ITIL) v.3

## NRC Information Technology Security Requirements

### *Configuration Standards*

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html> .

### *Configuration Management and Control*

The contractor must ensure that the system will be divided into configuration items (CIs). CIs are parts of a system that can be individually managed and versioned. The system shall be managed at the CI level.

The contractor must have a configuration management plan that includes all hardware and software that is part of the system and contains at minimum the following sections:

- a. Introduction
  - i. Purpose & Scope
  - ii. Definitions
  - iii. References
- b. Configuration Management
  - i. Organization
  - ii. Responsibilities
  - iii. Tools and Infrastructure
- c. Configuration Management Activities
  - i. Specification Identification
  - ii. Change control form identification
  - iii. Project baselines
- d. Configuration and Change Control
  - i. Change Request Processing and Approval
  - ii. Change Control Board
- e. Milestones
  - i. Define baselines, reviews, audits
- f. Training and Resources

The Information System Security Officer's (ISSO's) role in the change management process must be described. The ISSO is responsible for the security posture of the system. Any changes to the system security posture must be approved by the ISSO. The contractor should not have the ability to make changes to the system's security posture without the appropriate involvement and approval of the ISSO.

The contractor shall track and record information specific to proposed and approved changes that minimally include:

- a. Identified configuration change
- b. Testing of the configuration change
- c. Scheduled implementation the configuration change
- d. Track system impact of the configuration change
- e. Track the implementation of the configuration change
- f. Recording & reporting of configuration change to the appropriate party
- g. Back out/Fall back plan

- h. Weekly Change Reports and meeting minutes
- i. Emergency change procedures
- j. List of team members from key functional areas

The contractor shall provide a list of software and hardware changes in advance of placing them into operation within the following timeframes:

- 30 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 10 calendar days for a low sensitivity system

The contractor must maintain all system documentation that is current to within:

- 10 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

Modified code, tests performed and test results, issue resolution documentation, and updated system documentation shall be deliverables on the contract.

Any proposed changes to the system must have written approval from the NRC PO.

The contractor shall maintain a list of hardware, firmware and software changes that is current to within:

- 15 calendar days for a classified, SGI or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

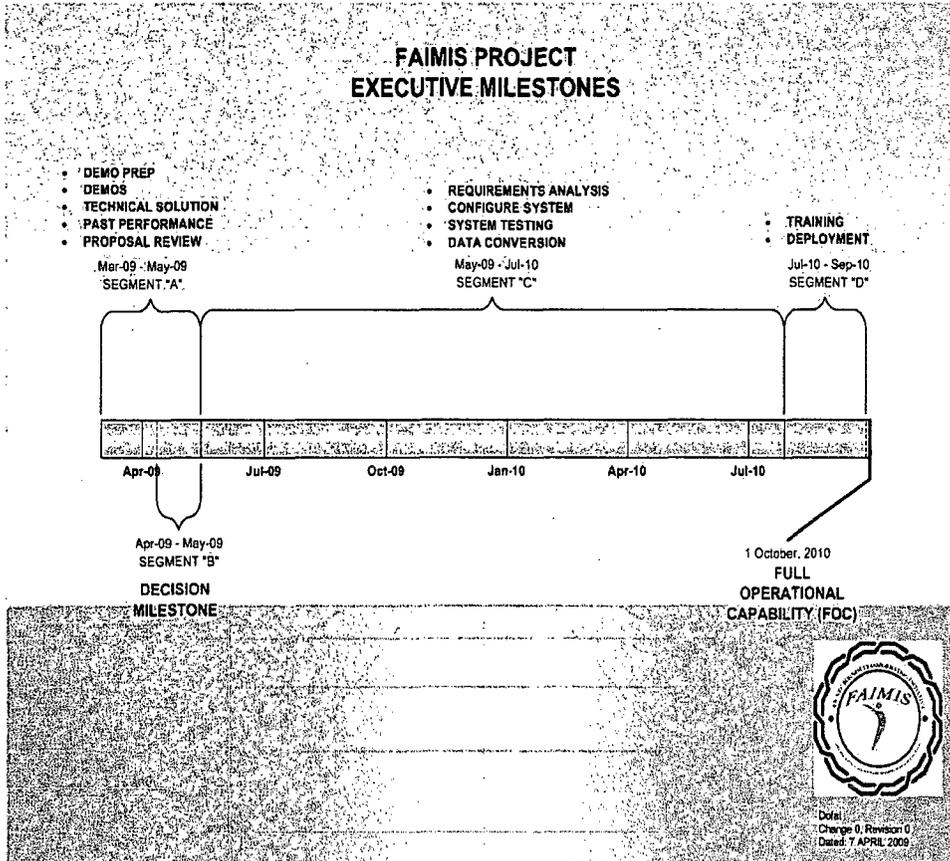
The contractor shall analyze proposed hardware and software configurations and modification as well as addressed security vulnerabilities in advance of NRC accepted operational deployment dates within:

- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The contractor shall provide the above analysis with the proposed hardware and software for NRC testing in advance of NRC accepted operational deployment dates within:

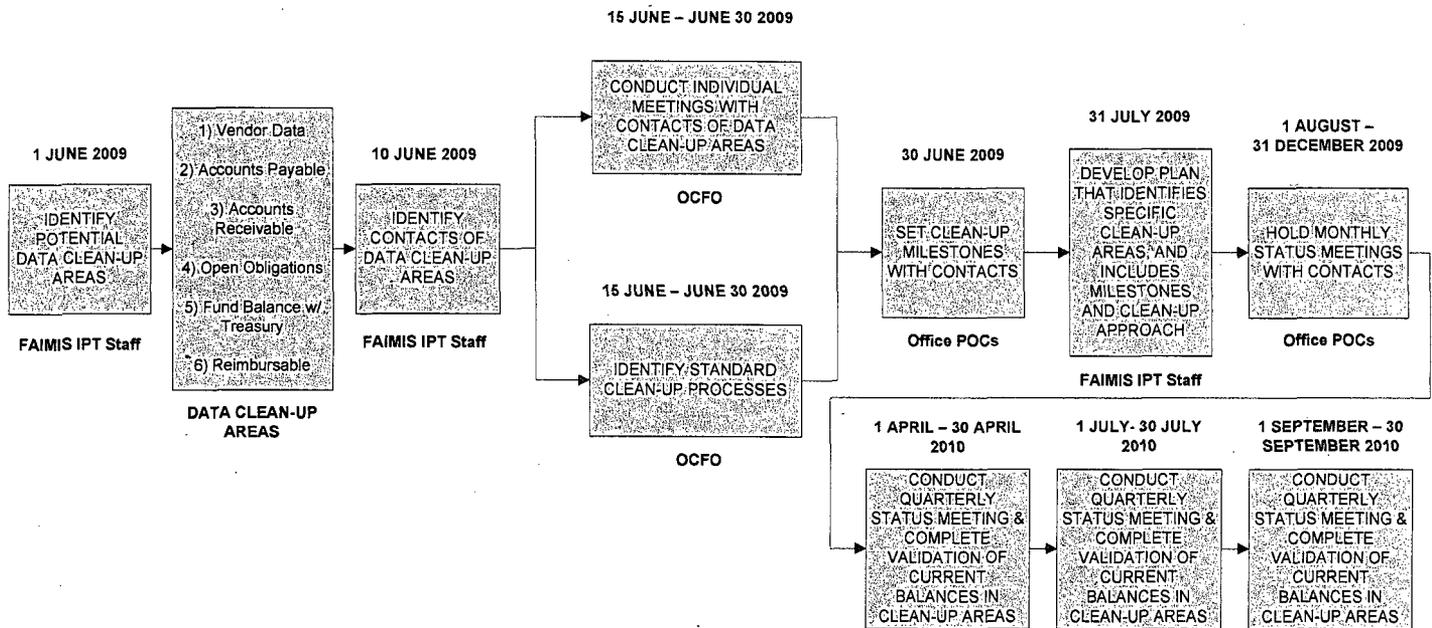
- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

# Appendix A – Project Timeline



Appendix B

DATA CLEAN-UP PLAN (TACTICAL VIEW)



FAIMIS IPT Staff  
ORIGINAL  
DATED: 27 May 2009

**IMPORTANT NOTES:**  
(1) THE DATES REFLECTED ARE CONSIDERED "NOT TO EXCEED DATES".  
(2) CURRENT DATA CLEAN-UP PROCESS ONLY INCLUDES TRANSACTIONAL DATA.

## BILLING INSTRUCTIONS - LABOR HOUR

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

**Number of Copies:** A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

**Designated Agency Billing Office:** The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: [Property@nrc.gov](mailto:Property@nrc.gov)

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission  
NRC Property Management Officer  
Mail Stop: O-4D15  
Washington, DC 20555-0001

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED**

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

**Format:** Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

**Billing of Cost after Expiration of Contract:** If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

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

**Supersession:** These instructions supersede any previous billing instructions

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

**CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

MIL Corporation  
4000 Mitchellville Road  
Suite A210  
Bowie, MD 20716

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

B. PROJECTED START DATE

03/01/2010

C. PROJECTED COMPLETION DATE

12/31/2011

2. TYPE OF SUBMISSION

- A. ORIGINAL
- B. REVISED (Supersedes all previous submissions)
- C. OTHER (Specify)

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

A. DOES NOT APPLY

B. CONTRACT NUMBER

DR-09-07-662

DATE

04/30/2010

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

NRC-FAIMIS- (Core Financial System) Program Support

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
- NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION






2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)






3. GENERATION OF CLASSIFIED MATTER.






4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.






5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.






6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.






7. OTHER (Specify)






B. IS FACILITY CLEARANCE REQUIRED?

- YES
- NO

C.  UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

G.  REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

H.  WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

E.  ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

I.  REQUIRED TO CARRY FIREARMS.

F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

J.  FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.**

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

NAME AND TITLE  <b>TBD</b>	SIGNATURE	DATE
----------------------------------	-----------	------

**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES  
N/A

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

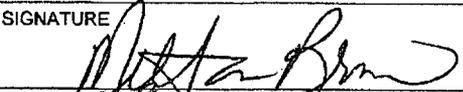
- AUTHORIZED CLASSIFIER (Name and Title)  DIVISION OF FACILITIES AND SECURITY

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

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

**10. APPROVALS**

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION <b>Milton Brown</b>	SIGNATURE 	DATE 3/4/2010
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <b>Robert Webber</b>	SIGNATURE 	DATE 3/5/10
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <b>Phyllis Bower</b>	SIGNATURE 	DATE 4/28/2010

REMARKS