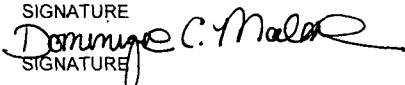


<b>NRC FORM 662</b> <b>(3-2007)</b>		<b>U.S. NUCLEAR REGULATORY COMMISSION</b>	
<b>AWARD OF INTERAGENCY AGREEMENT</b>		1. DATE OF ISSUE 04/17/2012	
6. ISSUED BY U.S. Nuclear Regulatory Commission Dominique Malone Mailstop: TWB/ 1 A31M Washington, DC 20555		2. AGREEMENT NUMBER NRC-HQ-12-I-10-0005 0	
PROJECT MANAGER Ron Deavers		4. AGENCY LOCATOR NO. 31000001	
12. JOB CODE TITLE IAA with DOT/ESC for PRISM Pre-Implementation.		5. B & R NUMBER 2012-40-51-G-156	
7. JOB CODE B1457		8. APPROPRIATION SYMBOL 31XS0200	
9. BOC 252A		10. DOCUMENT IDENTIFICATION NUMBER FAIMIS# 122047	
11. NAME AND ADDRESS OF SERVICING AGENCY US Department of Transportation Federal Aviation Administration 6500 S. MacArthur Blvd OKC, OK 73169			
13. AGREEMENT PERFORMANCE PERIOD BEGIN 12/21/2011 END 12/20/2012			
<b>14. OBLIGATION AVAILABILITY PROVIDED BY</b>			
A. THIS ACTION		\$ 79179.49	
B. TOTAL PLACED PRIOR TO THIS ACTION WITH THE PERFORMING ORGANIZATION UNDER THIS JOB CODE FOR THIS FISCAL YEAR		\$ 0	
C. TOTAL ORDERS TO DATE FOR THIS JOB CODE FOR THIS FISCAL YEAR		\$ 0	
D. TOTAL ORDERS TO DATE FOR THIS AGREEMENT		\$ 79179.49	
<b>15. ATTACHMENTS</b>  THE FOLLOWING ATTACHMENTS ARE MADE A PART OF THIS AGREEMENT  <input type="checkbox"/> STATEMENT OF WORK  <input type="checkbox"/> ADDITIONAL TERMS AND CONDITIONS  <input checked="" type="checkbox"/> OTHER (Specify) <u>SOW</u>		<b>16. SECURITY</b>  <input type="checkbox"/> WORK ON THIS AGREEMENT INVOLVES CLASSIFIED INFORMATION  <input checked="" type="checkbox"/> WORK ON THIS AGREEMENT INVOLVES SENSITIVE UNCLASSIFIED INFORMATION  <input type="checkbox"/> WORK ON THIS AGREEMENT IS UNCLASSIFIED AND NOT SENSITIVE	
17. FEE BILLABLE UNDER 10 CFR PART 170 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
18. REMARKS Interagency Agreement between NRC and DOT/ESC to perform the Pre-Implementation Phase of the FAIMIS Acquisition System Implementation.			
<b>19. AUTHORITY TO ENTER INTO INTERAGENCY AGREEMENT (Check only one)</b> <input type="checkbox"/> ENERGY REORGANIZATION ACT OF 1974, AS AMENDED <input type="checkbox"/> OTHER (Specify) <input checked="" type="checkbox"/> THE ECONOMY ACT OF 1932 <input type="checkbox"/> THE CLINGER-COHEN ACT OF 1996			
20. ADVANCE PAYMENT <input checked="" type="checkbox"/> IS NOT AUTHORIZED <input type="checkbox"/> IS AUTHORIZED (Requires approval by Director, DFS/OCFO)			
<b>21. ESTIMATED COST FOR FULL PERFORMANCE OF THIS AGREEMENT</b>			
FY 12	FY	FY	FY
\$ 79179.49	\$ 0	\$ 0	\$ 0
			TOTAL \$ 79179
<b>22. CERTIFICATION OF FUNDS</b>			
This certifies that funds in the amount cited in Block 14.A. are available in the current fiscal year allowance for work authorized by this agreement.			
FUNDS CERTIFICATION OFFICIAL (Typed Name) Patti Humphreys		SIGNATURE See NRC FORM 400 Attached.	
		DATE 04/18/2012	
<b>23. SIGNATURES</b>			
NRC ISSUING AUTHORITY (Typed Name and Title) Dominique Malone		SIGNATURE 	
SERVICING AGENCY OFFICIAL/DESIGNEE (Typed Name and Title)		DATE 04/18/2012	

**NRC CONTACTS:  
TECHNICAL:**

FULL NAME Ron Deavers		ADDRESS Mailstop TWFN/ 9 K11 Washington, DC 20555
TELEPHONE NUMBER (301) 415-7301	FACSIMILE NUMBER (301) 415-0666	
E-MAIL ADDRESS Ron.Deavers@nrc.gov		

**ADMINISTRATIVE:**

FULL NAME Dominique Malone		ADDRESS Mailstop TWB/ 1 A31M Washington, DC 20555
TELEPHONE NUMBER (301) 492-3613	FACSIMILE NUMBER (301) 492-3437	
E-MAIL ADDRESS Dominique.Malone@nrc.gov		

**OTHER AGENCY'S CONTACTS:  
TECHNICAL:**

FULL NAME Mike Upton		ADDRESS 6500 S. MacArthur Blvd OKC, OK 73169
TELEPHONE NUMBER 405-954-8980	FACSIMILE NUMBER	
E-MAIL ADDRESS Mike.Upton@faa.gov		

**ADMINISTRATIVE:**

FULL NAME Susan Bramante		ADDRESS 6500 S. MacArthur., MPB 204 OKC, OK 73169
TELEPHONE NUMBER (405) 954-4747	FACSIMILE NUMBER	
E-MAIL ADDRESS Susan.Bramante@faa.gov		

**BILLING INFORMATION:** To receive reimbursement under this agreement, forward to NRC on a (check one):

☒ monthly    ☐ quarterly    ☐ other \_\_\_\_ basis, an original and three copies of Standard Form 1081 in accordance with the Treasury Fiscal Requirements Manual, Bulletin No. 78-09, or, if possible, bill monthly through the OPAC system. Send reimbursement requests to the following address:

Payment Policy and Obligations Team  
Mail Stop: T-9 F30  
Division of Financial Services  
Office of the Chief Financial Officer  
U.S. Nuclear Regulatory Commission  
Washington, DC 20555-0001

Any NRC funds remaining unexpended at the end of a fiscal year may be carried over into future fiscal years unless otherwise notified by NRC.

**REPORTING REQUIREMENTS:** Submit reports to the NRC in accordance with the statement of work. Submit financial status reports on a (check one):

☒ monthly    ☐ quarterly    ☐ other \_\_\_\_ basis. These reports shall contain a brief letter status report which summarizes the expenditure of NRC funds. This report shall address the following categories, as applicable: (1) staff effort; (2) travel; (3) equipment and supplies; and (4) subcontract costs. Each report shall include by category: (a) costs for the previous month; (b) cumulative costs and uncosted obligations to date; and (c) projections for the remainder of the NRC obligated funds. The first monthly report shall provide the initial projections, and subsequent reports shall either indicate revised projections or indicate "no change in the cost and uncosted expenditure projection."

Submit these reports to the NRC Technical Contact by the 20th day of the month following the reporting period.

**TERMINATING THE AGREEMENT:** This agreement may be unilaterally terminated by either party generally upon 30 days' written notice to the other party. NRC will pay its share of any project expenses up to the termination date. Any expenses incurred in terminating this agreement will be paid by the party terminating the agreement. Any unexpended funds shall be returned to the NRC.



Enterprise Services Center  
Office of Information Technology  
Franchise Agreement

**Provider:** Enterprise Services Center (ESC)  
**Organization:** Department of Transportation, Federal Aviation Administration  
Mike Monroney Aeronautical Center  
**Name:** Mike Upton, Deputy Director, Enterprise Services Center, AMK-2  
**Address:** 6500 S. MacArthur Blvd., MPB 204, Oklahoma City, OK 73169  
**Phone #:** (405) 954-3201  
**E-mail address:** [bo.peeler@faa.gov](mailto:bo.peeler@faa.gov)

**Customer:** U.S. Nuclear Regulatory Commission  
**Organization:**  
**Name:** Dominique Malone  
**Address:** 1 A31M, Mailstop TWB, Washington, DC 20555  
**Phone #:** (301) 492-3612  
**E-mail address:** [dominique.malone@nrc.gov](mailto:dominique.malone@nrc.gov)

## I. PURPOSE

- A. The Enterprise Service Center (ESC) will provide Implementation support/services for some or all of the following areas: Project Management Services, Data Center Services, Telecommunications, and Information Systems Security Services as stated in the attached SOW to NRC.
- B. NRC identified above has requested that ESC provide the goods and services identified in I(A) above.

## II. SCOPE AND DELIVERY

- A. Project/Development support services for some or all of the following areas as outlined in Section I, paragraph A, furnished and provided by ESC shall be available to NRC and any organizational component of NRC that may be administratively supported by NRC. This may include those goods, products and services identified in this agreement.
- B. This agreement and/or the attached SOW incorporated herein and the orders placed against this agreement provide the basis for funding, invoicing, and payment for transactions identified by this agreement and orders placed against this agreement. Additional funding commitments may be added to the agreement by modification, as a result of changes in the agreement and/or the SLA and the dollar amounts identified. Any such commitments shall be documented by a written modification to this agreement (See Section IV) and incorporated herein. Modifications



shall be sequentially numbered. Modifications shall be signed by both parties of this agreement and shall be accomplished in accordance with Section IV of this agreement.

- C. NRC and ESC are responsible for operating and maintaining their systems in accordance with the National Institute of Standards and Technology (NIST) requirements.

### **III. RESOURCE COMMITMENT**

A. ESC agrees that:

1. Sufficient resources are available to provide the goods or services identified in I(A) above.
2. In accordance with Public Law 104-205, ESC will process an advance for costs identified on the Interagency/Intra-agency Agreement, DOT F2300.1A. Advance amounts will be adjusted should the Period of Performance identified coincide with a Continuing Resolution (CR). In such instances, the advance will be based upon the CR language (i.e., XX number of days). Upon approval of the application appropriation, the full remaining amount of the agreement will be advanced.
3. Advance billing and payment will be accomplished by an Intra-governmental Payment and Collection (IPAC) transaction.
4. In addition, FAA, MMAC, ESC will provide status reports monthly to NRC reflecting dollars collected against funds advanced, billed and paid as identified on the DOT Form 2300.1A.

B. NRC agrees that:

1. Funds equal to the amount listed on the attached DOT Form 2300.1A are available to ESC to carry out its obligations identified in this agreement.
2. A contact point and/or representative(s) will be designated, in writing at the time of the signing of this agreement, to coordinate activities including schedules, resource requirements, equipment needs, property requirements, etc., with ESC. The contact point/representative shall be authorized to, among other things, resolve issues relating to billings, transfers of funds, and any other dispute that may arise as a result of the performance of this agreement.
3. It will pay or cause to be paid to ESC, within 30 days of the IPAC, any and all amounts invoiced on behalf of ESC in accordance with this agreement and any modifications hereto. NRC shall identify to ESC, within 60 days of its receipt of the IPAC, any disputes regarding procedures and/or amounts. Any dispute(s) regarding billing shall be resolved in accordance with Section X of this agreement.
4. It will provide ESC with as much lead-time as reasonably practical regarding any anticipated resource requirements.
5. It will provide reports and briefings, as reasonably requested, by ESC.
6. It will document, in writing, all requirements relative to this agreement, any order(s) placed in accordance with this agreement, and any modification(s) to this agreement.
7. It has the necessary and appropriate legal authority to enter into this agreement with ESC.
8. In accordance with FAR 17.5 NRC has made the determination that it is in the Government's best interest to fulfill or satisfy these requirements through the ESC.



**IV. AMENDMENTS, CHANGES, MODIFICATIONS**

- A. Any and all changes and/or modifications to this agreement shall be in writing and shall be signed by an appropriately designated and authorized representative of each respective party acting within the scope of his/her authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement. Any and all requests for interpretation and/or modification shall be made in writing. Modifications shall be sequentially numbered.
- B. The approval authorities for ESC and NRC relating to any such changes, modifications are the following:
- Federal Aviation Administration,  
Deputy Director, Enterprise Services Center, AMK-2  
Mike Upton  
6500 S. MacArthur Blvd., RM 204  
Oklahoma City, OK 73169
- U.S. Nuclear Regulatory Commission  
Sr. Contract Specialist  
Dominique Malone  
1 A31M, Mailstop TWB  
Washington, DC 20555
- C. It is mutually understood and agreed by the parties that the estimated dollar amount to be spent by NRC under this agreement is identified in the DOT Form 2300.1A attached. In the event actual dollar amounts differ from the estimates, ESC and NRC mutually agree to adjust the dollar amount by written modification. Any additional funds due and owing either party as a result of any such modification shall be paid in a reasonable period of time.

**V. EFFECTIVE DATE AND PERIOD OF AGREEMENT**

This agreement shall become effective on the date the last signature is affixed hereto. The period of performance for this agreement is identified in attachment 1, DOT F2300.1a, (Interagency/Intra-agency Agreement), block 13. Performance on this agreement will terminate on the ending date identified in DOT F2300.1a unless the period of performance is extended as necessary to complete all tasks and in accordance with the guidance in paragraph 3 of this section. In no event will this Franchise Agreement have an effective period of more than five (5) calendar years from the date the Franchise Agreement is exercised.

The parties acknowledge that fund obligations accruing to the parties and both of them out of this Agreement shall be accomplished in accordance with attachment 1, DOT F2300.1a, (Interagency/Intra-agency Agreement), and executed as between the parties. The parties acknowledge and mutually agree that the document as well as funding documents initiated by the customer in no way alters, amends, or modifies the obligations of the parties with respect to this Agreement. The parties further acknowledge and mutually agree that in the event of any conflict(s) between the document identified as an



Interagency Agreement and this Franchise Agreement or other documents initiated by the customer, the terms and provisions of this Franchise Agreement shall be controlling and shall carry out the purpose(s) for which this Franchise Agreement is executed.

In addition to the forgoing and subject to funding availability, the effective period of this agreement may be extended for a period of up to ninety (90) calendar days to bridge performance hereunder until the appropriate agreement documentation can be entered into by the parties.

#### **VI. PROPERTY ACQUISITIONS**

Unless otherwise specified by modifications, any property acquired by ESC to perform work under this agreement shall become the property of ESC.

#### **VII. REASONABLE CARE AND PROTECTION**

ESC and NRC mutually agree to exercise reasonable and appropriate care to protect from unauthorized disclosure to any third parties all intellectual property, proprietary and/or sensitive information and data that become available while fulfilling duties and obligations under this agreement. No information, oral or written, concerning pricing and terms of this agreement shall be published or released to any non-party without prior written approval of ESC and NRC, except as provided by law.

#### **VIII. AUTHORITY**

The FAA authorities by which ESC enters into this agreement are:

- Public Law 104-205 (110 Stat.2957)
- AMC-1 Franchise Fund Policy Statement, FY 2010-01 (04/09/2010)

The authorities by which NRC enters into this agreement are:

- The Economy Act (31 U.S.C. 1535)

#### **IX. TERMINATION / REVOCATION**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations, which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

**X. DISPUTE RESOLUTION**

Where possible, disputes will be resolved by informal discussion between the parties. If the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved pursuant to the procedures and standards of the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII.

**XI. DOCUMENT CONTROL**

Revision	Date	Description
1.0	04/05/2012	Initial creation for Implementation effort with NRC of PRISM system. M. Taylor

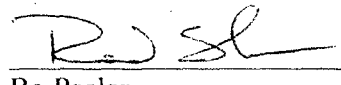


**XII. APPROVALS**

*BY*

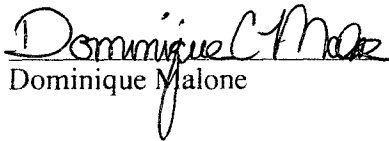
*TITLE*

*DATE*

For   
Bo Peeler

Program Director, Office of Information  
Services, AMK-3

12 Apr 12

  
Dominique Malone

Sr. Contract Specialist  
Title

4/17/2012



# Interagency/Intra-agency Agreement

## Parties to the Agreement

REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER	
1A. Department	U.S. Nuclear Regulatory Commission	1B. Department	US Department of Transportation
2A. Agency		2B. Agency	Federal Aviation Administration
3A. Office		3B. Office	Application Services/Office of Financial
4A. OBLIGATION NUMBER		4B. AGREEMENT NUMBER	FFPRISMESCIPNRC-12
5A. Agency Location Code (ALC)	31000001	5B. Agency Location Code (ALC)	69001104
6A. Data Universal Numbering Sys. # (DUNS)		6B. Data Universal Numbering Sys. # (DUNS)	614876758
7A. Tax Identification # (TIN)		7B. Tax Identification # (TIN)	73-0588975
8A. Treasury Approp. Fund Symbol (TAFS)		8B. Treasury Approp. Fund Symbol (TAFS)	69X4562
9A. Trading Partner Code		9B. Trading Partner Code	691200
10A. Accounting Classification Code	Cust. Approp code	10B. Accounting Classification Code	
		1212ACINRCIMP.000000.25705.ACET00000.DATE.12X3000000.R900000(\$79,179.49)	

## Points of Contact for the Agreement

REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER	
11A. Finance Point of Contact		11B. Finance Point of Contact	
Name	Patti Humphreys	Name	Susan Bramante
Address	1 A31M, Mailstop TWB Washington, DC 20555	Address	6500 S. MacArthur Blvd., MPB 209, OKC, OK 73169
Phone		Phone	405-954-4747
E-mail		E-mail	susan.bramante@faa.gov
12A. Program Point of Contact		12B. Program Point of Contact	
Name	Dominique Malone	Name	Bo Peeler
Address	1 A31M, Mailstop TWB Washington, DC 20555	Address	6500 S. MacArthur Blvd., MPB 209 OKC, OK 73169
Phone	301-492-3612	Phone	405-954-3201
E-mail	dominique.malone@nrc.gov	E-mail	bo.peeler@faa.gov

13. Period of Performance From (mm/dd/yy)	To (mm/dd/yy)	14. Legal Authority
DOLS	12 months from DOLS	Public Law 104-205 (110 Stat. 2957)
		AMC-1 Franchise Fund Policy Statement, FY 2010-01 4/9/2010

15. Total Agreement Amount (estimate) \$ \$79,179.49	16. Payment Terms and Schedule Advance Payment Required
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17. Brief Description of the Supplies, Services and Deliverables Required and Option Years, If Any:

This agreement is to begin Pre-Implementation activities. This agreement will fund the SPP and ISA creation by ESC Security and Telecommunications group. This also includes costs for acquiring VPN hardware. See attached SOW for further details.

Telecommunications	\$51,787.49
Security Services	\$27,392.00
<b>Total:</b>	<b>\$79,179.49</b>

FY12 is the base year of agreement (insert agreement name/#). This agreement has 4 option years that can be exercised. The final option year is FY16.

Subject to Availability of Funding. Advances will be taken in accordance with continuing resolution guidelines. Upon approval of the DOT Appropriation, advances will be taken quarterly.

## Authorized Approvals

REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER	
18. Name and Title of Authorized Official	Dominique Malone, Sr. Contract Specialist, NRC	20. Name and Title of Authorized Official	Bo Peeler, Program Director, Office of Information Services, AMK-003
Signature	<i>Dominique Malone</i>	Signature	<i>Bo Peeler</i>
Date	4/17/2012	Date	12 Apr 2012
19. Name and Title of Funding Certification Officer	Patti Humphreys, FCO	21. Name and Title of Authorized Official	
Signature	<i>Patti Humphreys</i>	Signature	
Date	4/18/12	Date	

## NRC PRISM Pre-Implementation Statement of Work

Version 1.0    Revision Date 04/09/12

### I. EXECUTIVE SUMMARY

This agreement will serve as pre-implementation agreement to ensure we have connectivity and security documentation for the implementation of NRC on the PRISM system. This agreement only addresses the items that need to occur before Implementation.

### II. SCOPE

**Information System Security Services-** Ensure NRC PRISM system meets the Federal Information Security Management Act (FISMA) requirements.

**Information Security Operations** will provide:

- Security Documentation Creation/Modification for NRC PRISM system
  - Security Operations Branch shall review, modify, update, or create the following documents in accordance with National Institute of Standards and Technology (NIST) requirements
  - Security Documentation
    - Information System Security Plan (ISSP), to include System Characterization Document (SCD)
    - (1) Interface Memorandum of Understanding (MOU)
  - Travel not included

**Information Security Assessment Branch** will provide:

- (1) Interface MOU Compliance Review to ensure proposed Interface MOU's adhere to NIST 800-47 requirements.
  - Travel not included

The Customer shall:

- Operate and maintain system in accordance with the National Institute of Standards and Technology (NIST) requirements.
- Accept security vulnerabilities on the software, database or system utilities required for the application, other than the operating system.

#### Telecommunication Services

- Implement 2 Site to Site VPN tunnels to CGI and NRC HQ within 120 days.

- Support firewall appliances and firewall management server at MMAC including installation, configuration, and maintenance.
- Install and remove firewall rules as requested and approved to support the security infrastructure of the MMAC backbone network.
- Serve as an Internet Access Point (IAP) for MMAC and other regions and service areas.
- Provide network support and network security for systems located in the ESC Data Center.

**III. DOCUMENT CONTROL**

Revision	Date	Description
1.0	04/9/12	Pre-Implementation for NRC.