

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF PAG

8

2. AMENDMENT/MODIFICATION NO.

005

3. EFFECTIVE DATE

SEP 08 2005

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Michael Turner - Mail Stop T-7-I-2
Contract Management Branch No. 3
Washington DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2

Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

OAO CORPORATION

30 WEST GUDE DRIVE
SUITE 300
ROCKVILLE MD 20850

CODE

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS35F4524G NRC-33-03-342-005

10B. DATED (SEE ITEM 13)

09-25-2003

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bi-lateral Modification Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE THE FOLLOWING PAGE FOR MODIFICATION DETAILS

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jeffrey Chesko, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert B. Webber, Contracting Officer		
15B. CONTRACT OR OFFEROR Jeffrey Chesko (Signature of person authorized to sign)	15C. DATE SIGNED 1 Sept 05	16B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)	16C. DATE SIGNED 9/8/05

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

The purpose of this modification is to: (1) provide for an administrative change which incorporates the following Federal Acquisition Regulation/NRC Clauses: FAR Clause 52-217-9, "Option to Extend the Term of the Contract," FAR Clause 52,232-19, "Availability of Funds for the Next Fiscal Year," FAR Clause, 52-216-18, "Ordering," and NRC Clause entitled, "Duration of Contract Period," that were inadvertently omitted from the basic award document, (2) exercise option year ²⁰⁰⁷⁻⁰⁸ in accordance with FAR Clause 52-217-9, "Option to Extend the Term of the Contract." As a result of this action, the delivery order cost ceiling is increased by \$5,638,304.66 from \$12,475,942.97 to \$18,114,247.63, (3) designate a new NRC Project Officer and Alternate Project Officer, (4) incorporate revise billing instructions, (5) incorporate NRC Task Order Manager responsibilities, and (6) provide for a within scope change to incorporate revised performance metrics and measures under the delivery order.

Accordingly, the following changes are hereby made:

1. Incorporate the Following FAR Clauses under Section F of the delivery order:

"52.217- 9 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond September 25, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No. Legal liability of the part of the Government for any payment may arise for performance under this contract beyond September 25, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.216-18 ORDERING

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the date of expiration.
- b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

c. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

DURATION OF CONTRACT PERIOD

The ordering period for this delivery shall commence on September 26, 2003, and will expire on September 26, 2006. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. The term of this delivery order may be extended (See 52.216.18 - Ordering)."

2. Under the Section entitled, "CONSIDERATION AND OBLIGATION", Paragraph a is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The total estimated amount (ceiling) for the products/services ordered, delivered, and accepted under this delivery order is \$18,114,247.63. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period of performance."

3. Under the Section entitled, "PROJECT OFFICER AUTHORITY", Paragraph a is deleted in its entirety and substituted with the following in lieu thereof:

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

Name: Harry Kromer
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T-6C30
Washington, DC 20555
Telephone: (301) 415- 6050

Name: Mark Resner - Alternate
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T-6E80
Washington, DC 20555
Telephone: (301) 415-5949

4. Under Section G incorporate the following:

"Task Order Task Manager:

The Task Order Manager may issue technical instructions from time to time during the duration of their respective task order. Technical instructions must be within the general statement of work stated in the task order and shall not constitute new assignments of work or changes of such nature as to justify and adjustment in cost or period of performance. Task Order Managers will also review all costs requested for reimbursement by the contractor and submit to the Project Officer and Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this delivery order. The Contractor shall refer to Section G, "Project Officer Authority," for further information and guidance on any technical directions issued under task orders."

5. Section B.1.1 is deleted in its entirety and substituted with the following in lieu thereof:

"B.1.1 Performance Evaluation Report Metrics

During the first year of the 2-year base period, Performance Evaluation Report Metrics will be applied to all task orders under the Delivery Order. During the second year of the 2-year base period, tasks having an aggregate value of \$301K or greater (except for Task Orders 18 and 34) will be evaluated using the Performance Standard Metrics as specified in B.2.2, and no longer be subject to the metrics under B.1.1.1, Performance Evaluation Report Requirements. Task Orders 18 and 34 will continue to be evaluated using the Performance Evaluation Report (Scorecard) under B.1.1.1. "

6. Section B.2.2 is deleted in its entirety and substituted with the following in lieu thereof:

"B.2.2 Performance Metrics and Measures

No incentives or disincentives will apply during the first year of the 2-year base period. Incentives/disincentives will commence upon acceptance of revised performance standard metrics negotiated during the second year of the 2-year base period.

Performance shall be evaluated by three performance metrics *time, quality, and cost*. There are four performance measures that will be scored by system on a per release basis.

Each metric shall be evaluated at the phase boundary of the associated Rational Unified Process (RUP) phase using measures identified in Attachment 1, "Performance Metrics and Measures."

The contractor shall maintain and update a Microsoft Project schedule consistent with the RUP phases by system on a per release basis.

The contractor shall store this Microsoft Project plan in ClearCase and attach a copy of the plan to the release record in ClearQuest.

The Microsoft Project schedule shall include preliminary estimates and shall reflect the final development estimates (hours and cost) for each change request (CR) as approved by the Task Order Manager prior to development.

The contractor shall baseline the Microsoft Project schedule after entry of the final development estimates (hours and cost) for each change request (CR), and attach their final technical approach to each change request record in ClearQuest.

An incentive adjustment, either plus or minus, will be applied against the total actual cost of each software release as described in B.2.2.2, "Incentive Adjustment."

B.2.2.1 Evaluation of Performance Measures

Performance measures will be evaluated as listed in Attachment No.1 for task orders whose estimated ceiling amount is \$301K or greater, except for task orders 18 and 34. The individual performance measures are binary in the sense that they are either met or not met.

B.2.2.2 Incentive Adjustment

The contractor shall receive a plus or minus incentive based on the number of performance measures met or not met for each software release as follows:

all performance measures met = plus an additional 5% of the total actual cost of each software release

One (1) performance measure not met = zero incentive

Two (2) performance measures not met = minus 2% of the total actual cost of each software release

Three (3) or more performance measures not met = minus an additional 3% of the total actual cost of each software release for a total incentive of minus 5%

The total incentive plus or minus shall not exceed 5% of the total actual cost for a software release, and shall be included in the first monthly invoice following the release.

In the event that any performance metric is met by exceeding its performance measure for two consecutive software releases, the Contracting Officer shall unilaterally increase that performance measure to the actual performance level that is being achieved.

In the event that any performance metric is not met for two consecutive software releases, the Contracting Officer shall unilaterally decrease that performance measure to the actual performance level that is being achieved. "

Section C Exhibit 1, entitled, "Performance Requirements Summary Table," as reflected under Modification No. 2, is deleted in its entirety and substituted with the revised Performance Metrics and Measures Table. (Attachment No. 1)

7. Under the Section entitled, "BILLING INSTRUCTIONS," is deleted in its entirety and substituted with the following in lieu thereof:

"Billing Instructions

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

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

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

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

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

1. BPA/Contract number and delivery order number, Task Order number..
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

The Contractor shall submit a consolidated invoice that contains separate pages for each task order. Invoices for the order shall be broken down by task order. Each separate page shall list each application system maintained under the identified task order number, and provide the labors hours, labor category, fixed labor rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. In addition, include any separate maintenance. Further, a consolidated summary (cover sheet) must accompany the invoice which include total amount billed inclusive of all task orders.. The following is an example of the invoice for each task order:

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

6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. Travel Reimbursement (if applicable)

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

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

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

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

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

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

All other terms and conditions under this delivery order remains unchanged.

Attachment No. 1- Performance Metrics and Measures

CISSCO Metrics	Standard	Procedure	Measure
1. ELABORATION			
<i>Quality</i>			
1.1. Quality assurance, thorough test planning	<p>Ensure that contractor develops test plans that will provide thorough coverage of the required functionality.</p> <p>The contractor shall prepare test plans as specified in each applicable task order and shall ensure these test plans cover the affected system modules and functions, specified in the change requests (CRs) for the release.</p>	<p>The contractor shall create test plans in either Test Manager or as a document in ClearCase before testing begins.</p> <p>This test plan must include test cases that cover all new requirements for the release, as specified in the CR records in ClearQuest.</p> <p>The NRC TOM may request additional test coverage (such as regression testing) through ClearQuest CRs that provide the details for the additional testing requirements.</p> <p>The NRC TOM must add all of the CRs to the release's record in ClearQuest no later than the release's cutoff date for accepting new functionality, so that the contractor has sufficient information and time for scheduling and planning the release.</p>	<p>NRC TOM validates that valid test cases are provided for at least 98% of the release's requirements, as specified in the CR records in ClearQuest.</p> <p>A "valid test case" is one that will fully exercise and verify the CR's requirements.</p>

Attachment No. 1- Performance Metrics and Measures

2. TRANSITION				
Time				
<p>2.1. Schedule execution and timely solution delivery</p>	<p>Ensure that releases are completed on time.</p> <p>The contractor shall complete and deliver all work products defined in the approved Microsoft Project Plan, including deployment of the new system to NRC's User Acceptance Test (UAT) environment, by the agreed upon UAT delivery date for the release.</p> <p>In the case that multiple deliveries are made to UAT (i.e., to correct issues found in earlier iterations of UAT), the date of the <i>final</i> delivery will be used for this measurement.</p> <p>The "final delivery" is the build that is accepted by the NRC TOM as fulfilling the release's requirements.</p>		<p>The NRC TOM specifies the agreed upon UAT delivery date in the release's <i>User Acceptance Testing: Target Date</i> field in ClearQuest.</p> <p>Upon deployment of the system to UAT and delivery of the associated artifacts, the contractor shall update the release record in ClearQuest through the "Deliver_uat" action. ClearQuest will record the date this occurs under the release's <i>User Acceptance Testing: Actual Date</i>.</p> <p>If defects are found during NRC testing, NRC shall use ClearQuest to reject the CR that failed. This will automatically reject the release in ClearQuest (or, the TOM may reject the release manually).</p> <p>If rejected, the contractor will re-deliver the release once the CR problems have been resolved. This will cause ClearQuest to override the release's <i>User Acceptance Testing: Actual Date</i> with the new date of deliver.</p> <p>If the defects found are outside the scope of this release, the TOM should create a <i>new</i> CR to add to a <i>future</i> release, rather than delaying the delivery of the current release. Alternately, NRC may grant the contractors additional time for the new CR by extending the release's <i>User Acceptance Testing: Target Date</i> in ClearQuest.</p>	<p>In the ClearQuest release record, the <i>User Acceptance Testing: Actual Date</i> is no greater than 1 day after the <i>User Acceptance Testing: Target Date</i>.</p>

Attachment No. 1- Performance Metrics and Measures

<i>Quality</i>			
<p>2.2. Quality assurance, accurate action implementation</p>	<p>The contractor shall ensure that all software and documentation changes made in this release correctly fix the problems identified, or provide the specified enhancements, without introducing any new problems into the system.</p>	<p>Prior to creating the Microsoft Project Plan baseline for this release, the NRC TOM and the contractor will reach agreement on the test cases that must pass in order for NRC to accept the system.</p> <p>These test cases are recorded in TestManager, or documented in a Test Plan in ClearCase.</p> <p>These test cases are executed on the build that is delivered to NRC for UAT.</p>	<p>NRC TOM validates that 0 defects are found in the execution of the pre-defined test cases.</p> <p>The "pre-defined test cases" are those agreed to by NRC and the contractor, as documented in TestManager, or a Test Plan in ClearCase.</p>

Attachment No. 1- Performance Metrics and Measures

<i>Cost</i>	
2.3. Cost compliance	<div> <p>Ensure that releases are completed within their estimated cost.</p> <p>The contractor shall ensure that the actual cost for work performed on the release does not exceed the estimated costs for the release.</p> </div> <div> <p>The contractor shall provide their cost estimates for the release in a Microsoft Project Plan.</p> <p>This contractor shall store this MS Project Plan in ClearCase, and attach a copy to the release record in ClearQuest.</p> <p>The contractor shall baseline the Microsoft Project Plan once the NRC TOM has approved the final development estimates (hours and cost).</p> <p>NRC TOM approved modifications to the estimates will result in updating and re-baselining the Microsoft Project Plan for the release.</p> </div> <div> <p>The final cost for the tasks covered in the approved project plan do not exceed the release's total estimated cost by more than 5%.</p> <p>The release's total estimated cost is specified in the approved, baselined MS Project Plan in ClearCase.</p> </div>

Note 1: Metrics for Task Order 11 apply only to the application development and special project efforts, not for operational support.