

U. S. Nuclear Regulatory Commission (DR-38-06-376)

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

In the spirit of Acquisition streamlining, the U. S. Nuclear Regulatory Commission and Human Resources Corp. enter into an agreement to facilitate the acquisition of Information Technology (IT) services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-02-F-0050N  
(insert number(s))

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

Phyllis Brown 5/9/06  
Contracting Officer DATE  
U. S. Nuclear Regulatory Commission

Marcia Salkeld 5/10/06  
BPA Team Leader DATE  
VP, HR Services  
Title  
Your Recruiting Company, Inc.  
Company Name

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-02F-0050N ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between Your Recruiting Company, Inc. (YRCI) 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:

**ADMINISTRATIVE DATA**

Primary Point of Contact:

Your Recruiting Company, Inc. (YRCI)

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

Marcia Salkeld, Vice President

3877 Fairfax Ridge Road, Suite 300C

Fairfax, VA 22030-7425

866-815-2005

Alternate Point of Contact:

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

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

Are you a Woman-Owned Business? YES NO

CAGE CODE:

DUNS NUMBER:

TIN:

Cognizant DCAA Office (Include  
complete address):  
(other auditing activity may be

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## **AUTHORITY**

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

## **DESCRIPTION OF AGREEMENT**

Under this agreement, the BPA holder shall provide Human Resources Services. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to U. S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

## **SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA**

Attachment A details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

## **PREVAILING TERMS AND CONDITIONS**

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

### **A.1 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.2 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 Objectives (SOO) or the Performance Work Statement (PWS) 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 Priced Task Orders upon completion of negotiations of contractor proposals.

### **A.3 LABOR HOUR ORDERS**

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced 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 Objectives (SOO) or the Performance Work Statement (PWS) within 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 use in the performance of the contract, the 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  $n/a\%$ . These adjustments are allowable only to the extent that the ceiling price and the 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 Performance Work Statement (PWS) 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 PWS 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.4 FEDERAL HOLIDAYS**

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

#### **A.5 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.6 OBLIGATION OF FUNDS**

This 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.7 AUTHORIZED USERS**

Government Contracting Officers representing U. S. Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under

this BPA if funds are certified and the BPA awarding 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.8 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from May 8, 2006 through May 7, 2009.

## **A.9 INVOICES**

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

## **A.10 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)**

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

Name: Leonard Carsley

Address: Office of Human Resources  
Mail Stop: T-2D32  
Washington, DC 20555

Telephone Number: (301) 415-8588

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) 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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

\*To be incorporated into any resultant contract

**A.11 2052.216-72 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 provides 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 Contractor Spending Plan (CSP) as part of its cost proposal. The TORP 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.12 2052.216-73 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 begin 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 contractor 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.13 2052.204.70 SECURITY (MAR 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 sensitive unclassified information (e.g., Safeguards), 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, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or

indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every

subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

#### **A.14 Badge Requirements for Unescorted Building Access to NRC Facilities (FEB 2004)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

#### **A.15 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)**

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

##### **SECURITY REQUIREMENTS FOR LEVEL I**

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be

removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work.day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/ DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

## SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work.day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as

set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

#### **CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST**

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

## A. STATEMENT OF WORK

## ATTACHMENT A

### A.1. BACKGROUND

The Nuclear Regulatory Commission's (NRC's) Office of Human Resources (HR) is responsible for human capital management and strategic workforce planning at the agency. HR exercises an active leadership role in the development of new initiatives in response to changes in human resources laws, rules, and regulations, and serves as the agency-wide source of HR policy. These policies are published in the NRC Management Directive (MD) system. HR develops policy and establishes programs in response to new or changing initiatives, and conducts reviews of programs and policies to improve existing procedures. HR also conducts ongoing workforce analyses.

In addition, HR conducts general and targeted recruitment in order to sustain a high performing diverse workforce. This involves active outreach recruitment efforts, evaluation and prescreening of applicants, rating and ranking of candidates, and preparation of selection certificates.

HR specialists classify position descriptions in accordance with NRC rules and procedures, provide position allocation and management guidance to managers, and prepare organizational surveys and reports.

HR specialists provide employee and labor relations advice, guidance, and assistance to managers and supervisors in accordance with NRC rules and governmentwide policies. Such advice addresses issues related to employee conduct, performance and health as well as interactions and negotiations with a union serving as exclusive representative for bargaining unit employees.

The NRC plans to establish a Blanket Purchase Agreement (BPA) (single award BPA) with an organization that has demonstrated the ability to (1) deliver staffing, recruiting, position classification, position management, labor and employee relations services, (2) develop human resources programs, and conduct workforce analysis, and (3) prepare and revise human resources policy/procedural guidance in a Federal government setting.

### A.2. BRIEF DESCRIPTION OF WORK

The contractor may deliver general staffing and recruitment services, position classification and evaluation services, labor and employee relations services, and/or human resources assistant services.

The contractor may provide the professional services necessary to appropriately and efficiently draft and/or revise, or to perform research or analysis in support of developing and revising, the human resources information set forth in NRC's Management Directives, found in Volume 10—Personnel Management.

The contractor may be required to provide human resources program development and workforce analysis services under this BPA.

### **A.3. SCOPE OF WORK**

The work required by this BPA involves all functional areas in the field of human resources management.

The contractor shall provide on request services in the area of recruitment and internal placement, which includes but is not limited to staffing, merit promotion, qualification analysis, pre-employment screening, interviewing, and performing background, conduct, and suitability determinations. Services may be specialized or of a supporting nature (such as preparation of vacancy announcements and processing personnel actions.)

The contractor must also be capable of providing support in the area of position classification, which includes position evaluation, advice on position management and organizational structure, audits, and audit appeals.

The contractor must be capable of providing support and advice to managers and supervisors in addressing issues related to employee conduct, performance and health as well as researching and/or addressing labor relations issues (for example, related to negotiations or grievances).

Upon issuance of a task order, the contractor must be capable of developing or revising any policy directive as necessitated by a change in law, regulation, or agency requirement. Policy directives will be issued as part of the MD system and will comply with system requirements, in addition to accurately and properly reflecting appropriate NRC policy and procedures in a logical manner.

The contractor shall have expertise not only in the composition and presentation of written documents but also in the technical substance relevant to the area of human resources administration within the Federal Government. The contractor must be capable of producing written guidance that is technically correct, understandable, and in an acceptable format.

The contractor must also be capable of providing support in the areas of program development and evaluation and/or workforce analysis.

#### **A.3.1 RECRUITMENT AND INTERNAL PLACEMENT**

The contractor must be technically competent in and may be required to provide staffing and recruitment services to the NRC for a variety of types of positions (engineering, scientific, supervisory, administrative, and support), at all grade levels. The contractor may perform any or all of the following activities: conduct general, specialized, or targeted outreach recruitment efforts; develop vacancy announcements; conduct job analysis; develop crediting plans, screen applications to evaluate basic qualifications, conduct rating panels, rate and rank applicants, and prepare selection certificates.

#### **A.3.2. POSITION CLASSIFICATION AND EVALUATION**

The contractor may also be required to work directly with NRC managers to provide classification services in one or more of the following areas: conducting position and organizational management studies; developing and/or classifying position descriptions in accordance with the NRC's six-factor evaluation system as described in MD 10.37, for a variety of federal occupations; conducting desk audits with employees; interviewing first-line supervisors to verify duties and responsibilities; preparing written evaluation statements in accordance with NRC standards; and/or compiling position management allocation and organizational surveys and reports.

### **A.3.3. EMPLOYEE AND LABOR RELATIONS**

The contractor must be technically competent in providing employee and labor relations services. Such services are performed in accordance with NRC policies and governmentwide laws, regulations and procedures including but not limited to those governing employee appeal and labor relations rights. Specific services may include but are not limited to advising on and drafting counseling memoranda, correspondence regarding reasonably accommodation or leave issues, and a range of disciplinary actions as well as research, preparations for and/or participation in interactions with the labor organizations regarding conditions of employment, mid-term and contract negotiations, or grievances and unfair labor practice charges.

### **A.3.4 HUMAN RESOURCES MANAGEMENT DIRECTIVES DEVELOPMENT AND REVISION**

Upon issuance of a task order, the contractor shall conduct research and provide reports on or draft MDs in areas relevant to the field of human resources management (e.g., employment and staffing, position evaluation and management, pay administration, leave, hours of work, performance management, awards, labor relations, discipline, grievances, appeals, benefits). MDs shall accurately and clearly reflect the policies and procedures established by law, rules, regulations and/or the NRC in a logical manner. All documents submitted must conform to the format designated by the NRC, as stated in MD 1.1, which is available on-line. Due dates will be established for each deliverable and all copy must be received by the HR Project Officer by 12:00 noon on the appropriate due date. The due date for MD 10.41 Exhibits will be the second Friday of January. The Exhibits must be delivered in hard copy and in a web-compatible format.

### **A.3.5. PROGRAM DEVELOPMENT AND EVALUATION AND WORKFORCE ANALYSIS**

The contractor may also be required to conduct program evaluations and/or implement new programs and prepare reports on topics related to workforce analysis.

### **A.3.6 HUMAN RESOURCES ASSISTANCE**

The contractor may be required to provide a range of human resources assistant or technician services such as preparing and entering vacancy announcements in NRC's automated recruitment system, obtaining employment information from or background information about candidates, providing basic information about Federal benefits, creating Official Personnel Folders (OPF's), determining service computation dates, and/or processing personnel actions using an automated payroll personnel system and complying with Office of Personnel Management (OPM) and NRC processing guidelines.

### **A.3.7 Government Furnished Equipment and Space**

As indicated in individual task orders, the contractor will be provided with government furnished tools/equipment such as: a desk, telephone, access to a copy machine and a fax machine, a computer with appropriate software, Internet access and the reference material necessary for the contractor to be able to perform the assigned tasks. Some task orders may be performed off-site.

#### A.3.8. Reporting Requirements

The contractor shall issue monthly progress reports on the status of expenditures and individual efforts. Monthly reports shall contain the following information and will be due on the 15<sup>th</sup> of every month or if the 15<sup>th</sup> falls on a weekend, the report will be due on the following Monday:

1. The number of staff hours expended on each project. (not needed if task order is firm fixed priced)
2. The number of hours remaining to complete each project. (not needed if task order is firm fixed priced)
3. Progress updates on the conversion/revision of each directive under review;

Within 60 days after the end of the calendar year, the contractor shall provide the HR Project Officer with a final report containing the information listed above and any additional information required by the NRC.

#### A.3.9. Hours of Service

Services will be conducted as outlined in individual task orders, but it is anticipated that this will normally be 7:30am to 4:15pm, Monday thru Friday except on Federal holidays.

#### A.3.10. BPA ORDERING PERIOD

The term of this Blanket Purchase Agreement will be from award of BPA through May 7, 2009.

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

SIGNATURE

DATE

Nancy L. Johns

Nancy L. Johns

2/1/06

## 7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

## 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

SIGNATURE

DATE

James F. McDermott, Director, OHR

James F. McDermott

2-1-06

B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY

SIGNATURE

DATE

Sharon Stewart, Director, DFS

Sharon Stewart

2/8/06

C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
(Not applicable to DOE agreements)

SIGNATURE

DATE

Mary Lynn Scott, Director, DC

Mary Lynn Scott

2/8/06

REMARKS