

U.S. Nuclear Regulatory Commission

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-0617Y and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH the U.S. Nuclear Regulatory Commission.

- (1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

See Section B.4

- (2) Delivery:

Not Applicable

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will not exceed \$900,000.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on February 28, 2014 or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

U.S. Nuclear Regulatory Commission
Office of Administration
Division of Contracts
Information, Management and Technology (IMT) Branch

POINT OF CONTACT

Dominique Malone
Contracting Officer
Dominique.Malone@nrc.gov
(301)492-3613

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, paper, or oral communications.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Task/Delivery Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

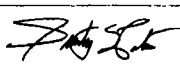
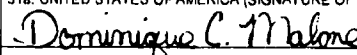
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 25	
2. CONTRACT NO. GS-35F-0617Y/ NRC-HQ-13-A-09-0006		3. AWARD/EFFECTIVE DATE FEB 28 2013		4. ORDER NO.		5. SOLICITATION NUMBER NRC-HQ-12-R-09-0166	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Dominique Malone		b. TELEPHONE NO. (No Collect Calls) (301) 492-3613		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique C. Malone Mail Stop: TWB-01-B10M Washington, DC 20555				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> NAICS: <input type="checkbox"/> 8(A) <input type="checkbox"/> SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555				16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230			
DELOITTE CONSULTING LLP 4301 N FAIRFAX DR STE 210 ARLINGTON VA 222031633				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
TELEPHONE NO.		OUNS:832622653 DUNS+4:		PHONE:		FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a Blanket Purchase Agreement (BPA) between the U.S. Nuclear Regulatory Commission and Deloitte. Title of Procurement: Budget Formulation System (BFS) Enhancement. This Blanket Purchase Agreement is not contract and does not obligate funds Contracting Officer Technical Representative: Jeffrey Sheldon Jeffrey.Sheldon@nrc.gov, 301-415-5743 Contractor Representative: Ken Marsh, Kemarsh@deloitte.com, 703-885-6059 Contracting Officer: Dominique Malone Period Performance: March 1, 2013 - February 28, 2014 Total Obligated Amount: \$0.00 Total BPA Ceiling: \$900,000 (Use Reverse and/or Attach Additional Sheets as Necessary)						
				SUBTOTAL			
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT. REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Stanley Porter, Principal		30c. DATE SIGNED 2/27/2013		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Dominique Malone Contracting Officer		31c. DATE SIGNED 2-28-2013	

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SECTION B - GENERAL TERMS

B.1 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Nuclear Regulatory Commission (NRC) and hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services from the General Services Administration (GSA) Federal Supply Schedule Contract # GS-35F-0617Y.

The agreement details all services with accompanying prices and descriptions, which may be ordered under this BPA.

This BPA expires on 02/28/2014 or such later ending date as determined by the exercise of any option.

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

B.2 TERMS AND CONDITIONS

Pursuant to GSA FSS Schedule Contract # GS-35F-0617Y, regarding Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Nuclear Regulatory Commission:

B.3 ADMINISTRATIVE DATA

A Blanket Purchase Agreement (BPA) is hereby established between and the Nuclear Regulatory Commission under the following terms and conditions incorporated in this BPA and GSA Federal Supply Schedule contract:

Primary Point of Contact for Contractual Matters:

Dominique Malone
Contracting Officer/Sr. Contract Specialist
U.S. Nuclear Regulatory Commission
Office of Administration/Division of Contracts
Information Technology Branch
(301)492-3913
Mail Stop: TWB-01-B10M
Washington, DC 20555

B.4 PRICING DATA

1. The prices included on the BPA list (or applicable "discounted" rates submitted in a proposal response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period. With regard to any option years, which are later exercised, the proposed option year rates as incorporated into the order award are in effect until such time, if applicable, that the contractor has been authorized a rate increase culminating from a negotiation with the Contracting Officer.

2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the Nuclear Regulatory Commission/Contracting Officer. This BPA also allows for additional discounts if a "large order" is placed at one time. An advanced notice is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.

3. The BPA holder may also increase BPA prices at any time. Any BPA price increase shall not take effect until the Nuclear Regulatory Commission Contracting Officer receives written notification (U.S. mail, facsimile, or electronic-mail). Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the Nuclear Regulatory Commission Contracting Officer.

LABOR CATEGORIES

The BPA will contain the following fixed hourly labor rates. The discounted fixed hourly rates shall apply to any individual delivery order(s) placed under this contract.

Hourly Rates for Pricing:	Base	Option Yr. 1	Option Yr. 2	Option Yr. 3
IT Partner/Principal/Director	\$267.95	\$275.72	\$283.72	\$291.95
IT Sr. Manager	\$232.41	\$239.15	\$246.09	\$253.23
IT Manager	\$232.41	\$239.15	\$246.09	\$253.23
IT Sr. Consultant	\$183.19	\$188.50	\$193.97	\$199.60
IT Consultant	\$138.53	\$142.55	\$146.68	\$150.93
IT Analyst	\$124.20	\$127.80	\$131.51	\$135.32

B.5 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

B.6 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.

B.7 GENERAL SERVICES ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Work 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 Orders upon completion of negotiations of contractor proposals.

B.8 LABOR HOUR ORDERS

a. It is intended that the orders issued for performance under this BPA will be Labor-Hour.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Work 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 %. 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 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 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 a 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.

B.9 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide services as 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 Nuclear Regulatory Commission mission but not otherwise available within 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.

B.10 AUTHORIZED LIMITS

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may reach \$900,000.00/per Order. This Order Limit may be increased by mutual agreement of the parties as necessary, in whole or part. The authorized Ceiling Limit of the Agreement is set at over the period covered by the Agreement; this ceiling is also not a guarantee. The Ceiling Limit may also be raised in association with order Limit increases or other conditions which, by mutual agreement of the parties, maybe considered necessary. Authorization for individual Task Orders above the stated Task Order and/or Ceiling Limits must be coordinated through the Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

B.11 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.

B.12 PERIOD OF PERFORMANCE

This BPA expires on February 28, 2014 or such later ending date as determined by the exercise of any option.

Length Of Performance Period	Estimated Dates
Base Period	March 1, 2013 – February 28, 2014
Option Period 1	March 1, 2014 – February 28, 2015
Option Period 2	March 1, 2015, February 28, 2016
Option Period 3	March 1, 2016 – February 29, 2017

B.13 AUTHORIZED INDIVIDUALS

Individuals Authorized to Place Orders:

NRC authorizes the assigned Contracting Officer for this contract to place orders against this BPA.

B.14 ORDER FORMAT

Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Task Order will describe the tasks, services and deliverables required.

B.15 AUTHORIZED REPRESENTATIVES

The Primary Contracting Officer's Representative (COR) for projects under this Agreement is:

Jeffrey Sheldon
Jeffrey.Sheldon@nrc.gov, 301-415-5743
Office of the Chief Financial Officer
Mail Stop: TWFN/ 9 D14
Washington, DC 20555

The Primary and/or Secondary COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations.

The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

B.16 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
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

B.17 PROHIBIT ACTIVITIES

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

- (a) preparation of any statement of requirements, objectives, or needs to be procured by the Government for services, whether to be acquired by future orders under the program/GSA Federal Supply Services Schedule, or by any other contract action at Nuclear Regulatory Commission;
- (b) evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for services or any other supplies or services;
- (c) formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of -like services;
- (d) preparation of documentation for future orders for services.

B.18 TRAVEL REIMBURSEMENT

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that which is required in the performance of the order. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost reimbursable basis only. Local travel or the relocation of BPA holder personnel from other geographic areas for the purpose of staffing an order, are not subject to reimbursement. The Government will not pay travel charges for travel to and from the BPA holder employee's home and the NRC Office or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

B.19 MANAGEMENT CONTROL

The BPA holder shall provide to the Contracting Officer (CO) a list of all teaming partners or subcontractors within calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to Nuclear Regulatory Commission Program Offices, unless other specific arrangements have been made.

B.20 INVOICES

a. Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the COR 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.

B.21 PRECEDENCE

The Terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

SECTION C - CLAUSES

C.1 FSS-BPA CLAUSE CONTENT

The clauses that regulate this FSS Blanket Purchase Agreement can be referenced in the Federal Supply Schedule contract GS-35F-0617Y

C.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

C.3 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

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

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

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

C.4 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

C.5 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

C.6 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- ☐ The EIT is for a national security system.
- ☐ The EIT is acquired by a contractor incidental to a contract.
- ☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- ☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

- ☐ 1194.21 Software applications and operating systems.
- ☐ 1194.22 Web-based intranet and internet information and applications. 16 rules.
- ☐ 1194.23 Telecommunications products.
- ☐ 1194.24 Video and multimedia products.
- ☐ 1194.25 Self contained, closed products.
- ☐ 1194.26 Desktop and portable computers.
- ☐ 1194.31 Functional performance criteria.
- ☒ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www.section508.gov for additional guidance.

Scope of Work
Budget Formulation System (BFS) Enhancement Support

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C.1 Title of Project

This is a Blanket Purchase Agreement (BPA) for Budget Formulation System (BFS) Enhancement Support.

C.2 Introduction

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform Budget Formulation System (BFS) Enhancement Support as defined in the SOW, except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this BPA and orders issued under it.

C.3 Background

The U.S. Nuclear Regulatory Commission (NRC) operates and maintains the Commercial-Off-the-Shelf (COTS) Oracle Enterprise Performance Management Public Sector Planning system (EPM) for the agency's budget formulation processes. The NRC budget formulation processes are owned by the Office of the Chief Financial Officer (OCFO) Division of Planning and Budget and Analysis (DPB). The NRC has an Oracle EPM support and maintenance license agreement.

The agency has three existing Oracle EPM Planning applications: BUDGET, OMB53 and SALARY. The BUDGET application is the repository for the agency's annual budget formulation cycle. The OMB53 application is the repository of BUDGET application data for Office of Management and Budget (OMB) Exhibit 53/300 reporting. The SALARY application is the agency's salary and benefits forecasting tool. All three planning applications version is 11.1.2.1.

The agency IT infrastructure for NRC's Oracle EPM system is three Hewlett-Packard (HP) DL 380 G6 servers on the Windows 2008 SP2 64 bit platform. Each of the three servers is a designated component of the Oracle EPM system (Application/Web server, Database Server and Print Server).

C.4 Objective

The objective of this enhancement support contract is to improve the operational efficiency of the NRC's Oracle EPM system. The contractor will, under NRC guidance, be responsible for implementing business procedure and technical enhancements to NRC's Oracle EPM system. Improvements to the system's operational efficiency will focus on the addition of a new metadata dimension member to the BUDGET application; implementation of a new funds utilization forecasting application; SALARY application enhancements to coincide with NRC salaries and benefits allocation business processes and system Extract, Transform and Load (ETL) modifications required to increase

integration with NRC's Financial Core Ledger and Human Resources Management systems.

C.5 Type of Contract Contemplated

The orders to be issued under this Blanket Purchase Agreement (BPA) will be fixed price and labor-hour.

C.6 Scope of Work

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW) for each task order issued. The contractor shall provide the technical expertise and knowledge of enhancing the NRC's Oracle EPM system through its entire systems development life cycle (SDLC) (Requirements Analysis, Design, Implementation, Testing and Evolution).

C.7 Deliverables

As required by task orders that may be issued under this BPA, the contractor shall provide qualified personnel experienced in the SDLC of Oracle EPM Hyperion Planning for a large government agency to perform the following tasks:

Task 1: Addition of new metadata dimension member to BUDGET application – Estimated time frame November 2012 to February 2013

Requirement: The Contractor shall add a new metadata dimension to NRC's Oracle EPM BUDGET application. The new metadata dimension will become the new level 0 data in the BUDGET application. The contractor shall adjust planning forms, reporting and business rule/calculation script logic to accommodate the new level 0 metadata dimension. The Contractor shall test the BUDGET application and gain NRC approval before pushing to production environment. The Contractor shall update all BUDGET application documentation (including but not limited to BUDGET design, administration and user manual documentation). The Contractor shall provide status reports for the ad-hoc work performed.

Task 2: Implementation of Funds Utilization Plan (FUP) application - Estimated time frame April 2013 to September 2013

Requirement: The Contractor shall assist NRC in the implementation of a new Oracle EPM planning application for NRC's funds utilization process. The contractor shall design, build, and deploy the new application using either Oracle EPM's Planning or Project Financial Planning module. The contractor shall create planning forms, reporting and business rule/calculation script logic. The Contractor shall test the FUP application and gain NRC approval before pushing to production environment. The Contractor shall create all FUP application documentation (including but not limited to FUP design, administration and user manual documentation). The Contractor shall

provide status reports for the ad-hoc work performed.

Task 3: Oracle EPM SALARY application enhancements - Estimated time frame October 2013 to September 2015

Requirement: The Contractor shall provide ad-hoc SALARY application enhancements to coincide with NRC salaries and benefits allocation business processes. These enhancements will include revisions to planning forms, reporting and business rule/calculation script logic. The Contractor shall test all SALARY application enhancements and gain NRC approval before pushing to production environment. The Contractor shall update all SALARY application documentation (including but not limited to SALARY design, administration and user manual documentation). The Contractor shall provide status reports for the ad-hoc work performed.

Task 4: Oracle EPM ETL modifications - Estimated time frame October 2013 to September 2015

Requirement: The Contractor shall provide ad-hoc modifications for NRC's existing BFS ETL processes: (PeopleSoft Human Resources Management System (HRMS), version 9.1 to Oracle EPM SALARY application, version 11.1.2.1 and CGI Momentum, version 6.4.1 to Oracle EPM BUDGET application, version 11.1.2.1.) The modifications are to provide a seamless interface with NRC's Financial Core Ledger system (Momentum, version 6.4.1) and Time and Labor (PeopleSoft Human Resource Management System, version 9.0). The Contractor shall test all ETL modifications and gain NRC approval before pushing to production environment. The Contractor shall update all ETL documentation (including but not limited to ETL design and administration). The Contractor shall provide status reports for the ad-hoc work performed.

C.8 Reserved

C.9 Other Direct Costs

Travel and Transportation costs are not permitted on this blanket purchase agreement and therefore are not included in this SOW.

C.10 Contract Line Item Numbers (CLIN)

Level-of-Effort (in hours). Each task order will contain an estimated number of hours that will be required for each labor category. Below is an estimate of how many hours will be required from all labor categories for all task orders that may be issued during the base period and each option year.

Base Period: (Date: November 2012 – November 2013)

Total estimated hours – 1,692

Option I: (Date: November 2013 – November 2014)

Total estimated hours - 2274

Option II: (Date: November 2014 – November 2015)

Total estimated hours - 1055

C.12 Inspection of Services

The following Federal Acquisition Requirement (FAR) Clauses apply to this BPA:
52.246-4 Inspection of Services – Fixed Price, and 52.246-6, Inspection—Time-and-Material and Labor-Hour.

C.13 Reporting Requirements

When a task order is issued, the Contractor shall submit status reports to the Project Manager and Contracting Officer (CO) which shall include summary of progress with accomplished efforts, problems/delays, total costs incurred to-date and balance of obligations remaining-to-date. The frequency of status report delivery will be outlined in each separate task order.

C.14 Publications

Any reports generated by the contractor under this contract/order shall not be released for publication or dissemination without the CO's written approval.

All information and data related to this project that the contractor gathers or obtains shall be both protected from unauthorized release and considered the property of the Government. The Contracting Officer will be the sole authorized official to authorize release, verbally or in writing, of any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract/order. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the Contracting Officer. (See NRCAR §2052.235-70, "Publication of research results")

C.15 Government-Furnished Property

Facilities: The Government will provide access to NRC's Two White Flint Headquarters facility weekdays from 8am to 7pm excluding Federal Holidays.

Equipment: The Government will provide a desktop workstation computer for each contractor staff. The contractor staff will have access to network printers, scanners and fax machines.

Materials: The NRC will, upon request, provide the Contractor with any and all materials documenting current applications systems and processes.

Computer Access: The Government will provide the contractor access to the NRC internal network which includes BFS, HRMS and Momentum environments.

At the end of this contract/order, disposition of GFP shall be in accordance with FAR 52.245-1, Government Property.

C.16 Access to Government Property and Facilities

As necessary for performance of task orders, the contractor will be permitted limited access to the Government's facilities, as specified below:

- OCFO office at Two White Flint building, 9th Floor
- NRC data center at Two White Flint building, 5th Floor

C.17 Place of Performance

The work to be performed under this contract/order will be primarily performed at NRC Headquarters, Two White Flint North, 11545 Rockville Pike, Rockville, Maryland.

C.18 Recognized Holidays

The contractor is not permitted to work on the Federal holidays listed below:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(See NRC Local Clause "Compensation for On-Site Contractor Personnel" (AUG 2011) and its Alternate 1 clause)

In the event of a Federal Government shutdown (i.e. weather, loss of power, etc) the contractor is not permitted to work.

C.19 Hours of Operation

The contractor is responsible for conducting business, between the hours of 8am to 7pm, Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

C.20 Security Requirements

Contractor personnel performing work under this contract/order must have a NRC Secret – IT-II clearance at time of the proposal submission, and must maintain the level of security required for the life of the contract/order. The contractor submits clearance forms as designated in MD 12.3 to the COR.

Facility security approval is also required when employees of the contractor require access to classified information in connection with contract/order performance but do not use, store, or possess classified information outside of NRC facilities.

The contractor is responsible for ensuring that all its employees, including any subcontractor employees and any subsequent new employees, who are assigned to perform the work on site, are approved by the NRC for building access.

Contractor personnel performing work under this contract or task order shall satisfy all requirements for appropriate security eligibility as specified in the contract/order in dealing with access to sensitive electronic information and information systems belonging to or being used on behalf of the NRC.

All costs associated with obtaining clearances for contractor-provided personnel will be the responsibility of the contractor. Further, the contractor will be responsible for the actions of all individuals provided to work under this contract/order. If damages arise from work performed by contractor-provided personnel, the contractor will be responsible for all resources necessary to remedy the incident.

In response to HSPD 12, the Department of Treasury has initiated a program for improving the identification and authentication of Federal contractors for access to Federal facilities and electronic and information technology (EIT) systems. Federal contractor employees with access to Federal facilities and information systems are required to comply with standards developed for the *Personal Identity Verification (PIV) of Federal Employees and Contractors* in order to satisfy the requirements of HSPD 12. These standards require the creation of biometric data cards and systems to identify contractor employees. Biometric data includes personal identification information such as fingerprints and facial images and allows this personal information to be electronically stored, maintained, and accessed by the Government. All data required by Treasury's PIV system will be provided by contractors before access to Federal facilities and information systems are granted. All contractors shall comply with HSPD-12 requirements as they are implemented or changed.

(See NRC contract security clauses)

C.21 Physical Security

The contractor shall be responsible for safeguarding all Government property. At the close of each work period, Government facilities, equipment, and materials shall be secured.

C.22 Access Controls:

(NOTE: In the context below, any references to "keys" also means access cards and codes.)

The contractor shall establish and implement methods of making sure all keys or key cards issued to the contractor by the Government are not lost or misplaced, are used just for official work performed under the contract/order, and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR and CO.

In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all

locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the contractor.

The contractor shall prohibit the use of Government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the COR.

C.24 Postaward Orientation (kickoff) or Periodic Progress Meetings

The contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance and progress. At these meetings the CO will apprise the contractor of the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

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C.25 Contracting Officer's Representative (COR)

The COR will be officially designated by the CO by separate letter. The COR monitors all technical aspects of the contract/order and assists in its administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the order; perform inspections necessary in connection with task order performance; maintain written and oral communications with the contractor concerning technical aspects of the order; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor contractor's performance and notify both the CO and contractor of any deficiencies; coordinate availability of Government-furnished property; and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

(See COR Delegation and Appointment Memorandum)

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

To be designated at BPA establishment and/or order issuance:

Name:

Agency:

Office:

Street Address (Include Office Symbol):

City, State and Zip code

E-Mail:

Phone:

FAX:

C.26 Key Personnel

The following personnel are considered key personnel by the Government: (See NRCAR 2052.215-70, "Key Personnel")

Qualifications for all key personnel are listed below: All key contractor personnel must have a Bachelor's degree and the below listed minimum years with project management and/or implementation of Oracle EPM Hyperion Planning in a large Federal agency environment.

Name/Title/Position: Program Manager –Minimum 10 years of experience

The contractor shall provide a task order manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the CO. The task order manager or alternate shall have full authority to act for the contractor on all order matters relating to daily operation of orders issued under this BPA. The task order manager or alternate shall be available between 8:00 a.m. to 5:00p.m., Monday thru Friday except Federal holidays or when the Government facility is closed for administrative reasons.

C.27 Personnel Qualification Requirements

The contractor shall provide qualified personnel and management to meet all the requirements listed below:

- Proven experience in supporting a large Federal Agency
- Demonstrated knowledge of NRC's budget formulation process
- Proven knowledge of Federal employee special pay grade scales

- Proven expertise in interfacing multiple vendor COTS financial systems
- Proven expertise in full SDLC of Oracle EPM Public Sector Planning version 11.1.2.1 applications
- Proven expertise in creating, troubleshooting and enhancing of Oracle Essbase Business Rules, Calculation and MaxL scripts
- Proven expertise in creating, troubleshooting and enhancing of Oracle Data Integrator (ODI) ETL processes between Oracle EPM and other non-Oracle based financial systems
- Proven expertise in resolution of Oracle EPM, Oracle Weblogic and Oracle Essbase system performance issues

C.28 General – Contractor Personnel

Contractor Employees

The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor personnel attending meetings, answering phones, and working in other situations where their status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials.

The contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the NRC, unless such person seeks and receives approval according to NRC regulations."

C.29 Contractor Travel

Travel outside of the Washington, DC area will not be approved by the NRC Contracting Officer's Representative, or designee. The Contractor will not be reimbursed for local travel when commuting from the contractor facility to the NRC facility.

C.30 Data Rights

The NRC shall have unlimited rights to and ownership of all deliverables provided under this order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written authorization from the CO. All materials supplied to the Government shall be the sole

property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. The definition of "unlimited rights" is contained in Federal Acquisition Regulation (FAR) 27.401, "Definitions." FAR clause at FAR 52.227-14, "Rights in Data-General," is hereby incorporated by reference and made a part of this contract/order.

(See FAR 27.409 - Rights in Data and Copyrights)

C.31 Applicable Publications (Current Editions):

The contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

C.32 Other Considerations

If during the performance of this contract/order, the contractor handles NRC Personally Identifiable Information (PII), the following NRC local clause applies:

"Contractor Responsibility for Protecting Personally Identifiable Information (PII) (JUN 2009)"

Section C.33

STANDARD DEFINITIONS & ACRONYMS

DEFINITIONS:

CONTRACT LINE ITEM NUMBER (CLIN). CLINs are used to identify, organize and track work requirements throughout the project life cycle. They provide a unit price or lump sum price for each contract deliverable or set of deliverables.

CONTRACT SPECIALIST. A person who assists the contracting officer with day-to-day procurement functions. At the NRC, this person handles preaward, postaward and close-out activities.

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

CONTRACTING OFFICER (CO). A person with delegated authority to enter into, administer, and terminate Government contracts. Note: This is the only individual who can legally bind the Government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the Government delegated by the CO to administer the contract. Such appointment shall be in writing (i.e., Delegation and Appointment Memorandum) and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DELIVERABLE. Something required by the Government under the contract to be produced or achieved by the contractor.

GOVERNMENT PROPERTY. All property owned or leased to the Government or acquired by the contractor under the terms of the contract where the Government retains title (i.e., contractor-acquired equipment).

KEY PERSONNEL. Contractor personnel expected to play a key role in the performance and success of the contract. Key personnel are generally evaluated as part of the Source Evaluation Panel (SEP) proposal review process. Key Personnel are listed in the SOW.

NONPERSONAL SERVICES CONTRACT. A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

PERSONAL SERVICE CONTRACT. Is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The Government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract. This BPA and all subsequent orders are for non-personal services.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

SUBCONTRACTOR. One that enters into a contract with a prime contractor in performance of the Government contract. However, the Government does not have privity of contract with the subcontractor and therefore does not directly interact with the subcontractor(s).

WORK DAY. Hours of Operation. The number of normal hours per day that the contractor will provide services in accordance with the contract is eight.

WORK WEEK. Monday through Friday, unless otherwise specified in the contract.

ACRONYMS:

BPA	Blanket Purchase Agreement
BFS	Budget Formulation System
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DPB	Division of Planning and Budgeting
DSS	Defense Security Service
EPM	Enterprise Performance Management
ETL	Extract, Transform and Load
FAR	Federal Acquisition Regulation
FTR	Federal Travel Regulation
FUP	Funds Utilization Plan
HIPAA	Health Insurance Portability and Accountability Act of 1996
HP	Hewlett-Packard
HRMS	Human Resource Management System
NRC	U.S. Nuclear Regulatory Commission
NRCAR	U.S. Nuclear Regulatory Commission Acquisition Regulation
OCFO	Office of Chief Financial Officer
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
ODI	Oracle Data Integrator
OMB	Office of Management and Budget
PIPO	Phase In/Phase Out
PIV	Personal Identity Verification
POC	Point of Contact
SDLC	Systems Development Life Cycle
SOW	Statement of Work