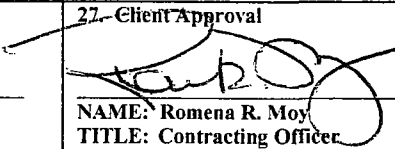


**GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service
Office of Integrated Technology Services
GSA HSPD-12 Managed Service Offering (MSO)
INTERAGENCY AGREEMENT/AMENDMENT**

PART I – GENERAL INFORMATION		
1. IA Number: NRC – 10-07-604	2. IA Title: GSA HSPD-12 Shared Service Provider Support	
3. Amendment Number:	4. Reason for Action: Outline HSPD-12 support and services	
5. Name and Address of PMO Project Manager: Mr. Michael Butler U.S. General Services Administration – HSPD-12 MSO 1800 F Street, N W Rm 5010 Washington, D.C. 20405	6. Name and Address of Client Project Manager: Ms. Karen Cudd U.S. Nuclear Regulatory Commission Mail Stop T-6E46 Washington, D.C. 20555-0001	
7. PM Phone Number: 703-306-6710 FAX Number: 202-208-3133 Internet Address: Michael.Butler@gsa.gov	8. Client Phone Number: 301-415-6554 FAX Number : Internet Address: KJC1@nrc.gov	
9. Brief description of project: The Project Management Office (PMO) will provide turn-key services to produce a compliant PIV II credentials through the MSO. Specific services may be requested out side the pre established MSO menu but will be considered and priced on a case by case basis.		
10. Scope: The MSO will be responsible for all project, acquisition and financial management necessary to provide this end-to-end service to participating agencies. These services include enrollment services, systems infrastructure, Public Key Infrastructure (PKI) certificates, card production and finalization. These services include enrollment services, systems infrastructure, Public Key Infrastructure (PKI) certificates and maintenance of identity accounts, card production and finalization, and in some cases, the leasing of specific support equipment. The scope of this service does not include M-05-24 agency specific physical access (PACS) or logical access (LACS) interfaces which will remain an agency responsibility. The Shared Service Provider (SSP) will properly provision the PKI credential and the data to enable these services locally. Identity and adjudication of employees for suitability remain an agency responsibility. Only PIV data required by the PIV data model and operations will be retained by the SSP system. The MSO does not provide for interfaces to agency legacy systems. If interfaces are needed, refer to terms and conditions attached.		
11. Additional Instructions/Information: The aggregated bill will be based on current MSO pricing and processed on a monthly basis. See attached rate sheet for a list of HSPD-12 pricing. Billing will occur as services are rendered. Reimbursement will be deposited in the GSA Acquisition Services Fund which is managed in accordance with 40 USC 321.		
PART II – FUNDING INFORMATION		
12. Previous IA Total: \$ 0.00	13. Initial/Amendment Amount: \$ 338,000.00	14. IA Total Funding: \$ 338,000.00
15. LOA Period of Availability First Year 2007 Last Year 2008	16. LOA Classification of FUNDS Department Code 31 Fiscal year of Funds 2007 Basic Appropriation Symbol X0200	17. LOA Type of Funds One year Multi-year No Year X
18. Funding Document Number(s) and Funding Citation(s) or Line of Accounting (LOA): RFPA #ADM-07-604 B&R #74015-5B1116 Job Code #H1207 BOC #253A Approp #X0200 Obligate: \$338,000.00		
19. Funding Document Amount: \$ 338,000.00	20. Billing Address: U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9H4 Attn: (insert IA Number) Washington, D.C. 20555-0001	
21. Agency Location Code (ALC): 31000001		
22. Client DUNS Number: 04-053-5809		
23. MSO DUNS Number: 13-148-9218 Approp. Symbol: 299X		
24. MSO Financial Point-of-Contact: Name: Spiro M. Papagjika Phone/FAX Number: 202-208-3133 Internet Address: Spiro.Papagjika@gsa.gov	25. Client Financial Point-of-Contact: Name: Patti Humphreys Phone: 301-415-6150 Fax: 301-415-5400 Internet Address: PAH1@nrc.gov	
PART III – SIGNATURE BLOCK		
26. HSPD-12 MSO Approval	27. Client Approval	
NAME: Mr. Michael Butler TITLE: Director, HSPD-12 MSO	DATE	 NAME: Romena R. Moy TITLE: Contracting Officer
		8-10-07 DATE

This Agreement is entered into pursuant to the authority of: (1) 40 USC 501 and (2) the OMB executive agent designation made pursuant to 40 USC 111302. Terms and Conditions of this agreement are defined on the attached pages. Interagency Agreements (IAs) and Interagency Agreement Amendments (IAAs) become effective when signed by HSPD-12 PMO and the client. The client will ensure that the IA is signed by an official who is authorized to obligate client funds and sign interagency agreements. Client signature of this IA/IAA certifies/recertifies the client's bona fide requirement for HSPD-12 services.

**General Services Administration (GSA)
HSPD-12 Managed Service Office
Interagency Agreement**

Terms and Conditions

This document constitutes an Interagency Agreement (IA) with the Managed Service Office (MSO) and (your agency name), which governs their relationship in work to be performed by the Managed Service Office for the client. The IA identifies the client's bona fide need.

1.1 Amendment of Agreement

This IA can only be modified by mutual agreement between the Managed Service Office and the client in the form of a formal Interagency Agreement Amendment (IAA).

1.1.1 Recurring Services

The MSO will provide FIPS 201 compliant services such as enrollment, issuance, card printing, PKI certificates, card finalization, and maintenance of identity accounts. Products and services purchased will include but are not limited to the following:

- PIV II Credentials with or without 125MHz coil
- Annual Identity Account maintenance fee
- Replacement card
- Activation Station – purchase
- Standard Enrollment/Activation Station – lease
- Registrar
- Configured PIV II test card
- Electromagnetically opaque card sleeves
- Additional Card Surface templates
- Additional card overlay
- Classroom training – 2 days
- Shipping - 2 day mail
- Shipping – overnight
- Agency adhoc reports
- Technical support services

Pricing of specific services will be based on the latest MSO schedule of pricing. Customer billings will be generated and processed on a monthly basis. The leasing of equipment from the MSO will be for a term of 3 years from date of installation. Client agencies will give the MSO 90 day notice for termination of leased equipment. If a client agency terminates an equipment lease, the client agency agrees to reimburse the MSO for any and all lease adjusted costs associated with the termination/cancellation and as governed by section 1.8.4 and 1.8.5.

Registrar labor will be ordered in 30 day increments. Where Registrar labor has been requested for periods of greater than 90 days, a 90 day cancellation notice will be given to the MSO. Costs associated with the termination/cancellation will be governed by section 1.8.4 and 1.8.5.

1.1.2 Specific project

Where this IA is used in support of specific projects or tasks, an Amendment cannot be used to extend or modify the client requirement(s). When Amendments are made, all outstanding Projects under the original IA will continue in force unless explicitly canceled or modified by the amended IA.

1.1.2.1 Project Plans

The specifics of the work to be performed under this Agreement to meet the client's identified requirement(s) can be contained in one project or more sub projects or accounts issued under this IA. Each sub project or account will include the detailed specification of key deliverables to be produced; schedule for these deliverables and for other critical milestones of significance to the client; total estimated cost for that sub project; specification of materials, data, and other forms of support from the client required by the MSO; and security requirements.

All projects, sub projects or accounts that are or become part of this Agreement are in support of the requirements in Part I and are subject to the limitations in scope identified in Part I, Section 10. Projects or sub projects are incorporated as part of the IA in Part II of the IA coversheet.

1.1.2.2 Project Element Change Notices

A Project Change Notice (PCN) will be required to change the Statement of Work or to revise cost estimates. In no case will a PCN be issued that is outside the scope of the requirements established in this IA.

1.2 Reserved

1.3 Reserved

1.4 Contractor Support

The MSO has contracts with contractors to support MSO's clients. The MSO will assume full responsibility for:

- Awarding and administering all contracts/delivery orders/task orders issued to contractors.
- Directing and monitoring the contractor's work, providing technical assistance and advice to the contractor, attending status meetings, and conducting detailed reviews of all deliverables.

The MSO may require client assistance and participation for the activities listed above.

1.5 Procurement Sensitivity

The client understands that the contents of this IA, related IAAs, may be **procurement sensitive** and certifies that (1) the contents of this IA, related IAAs, will not be disclosed, published, divulged, released, or made known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, and (2) such contents will be handled under the client's directives and policies governing the disclosure of **procurement sensitive** information.

1.6 Confidentiality and Freedom of Information Act Requests

The MSO's policy is to maintain strict confidentiality with its clients. The fact that an agreement has been executed between the MSO and a client is considered public information. The general requirements and objectives addressed in that agreement are considered public information. The MSO's position regarding the Freedom of Information Act (FOIA) requests made to the MSO is:

- The MSO will not release, to outside parties, reports or other documents produced as deliverables under our Agreement with the client. Instead, we will refer such requests to the agency with which we have the Agreement. We believe that referring the request to client agencies significantly improves the ability of the Government to determine releasability.
- The MSO will release copies of agreements between the MSO and the client agency, but will delete dollar amounts and any specific task descriptions that could provide a private firm an unfair competitive advantage if appropriate pursuant to FOIA Exemption 4.

1.7 Security

1.7.1 Security - Personnel

The MSO personnel and contractors assigned to this project may require access to classified information as indicated in each Project. Clients should specify special security requirements as early as possible to enable coordination with appropriate security offices.

1.7.2 Security – Network connectivity

An interconnection Security Agreement will be formulated and negotiated under separate cover, signed by the responsible representative's of GSA and the Client Agency.

1.8 Funding

1.8.1 Acquisition Services Fund

The MSO derives its financing from the Acquisition Services Fund, a revolving fund established under the authority of 40 U.S.C. 321. The MSO services provided under this Agreement are governed by 40 U.S.C. 501 rather than the Economy Act. The existence of a defined requirement (bona fide need) at the time this IA is executed forms the basis for the incurring and recording of a financial obligation on the part of the client. This obligation likely remains in force across fiscal year boundaries until the specified services are

delivered or the Agreement is rescinded by the signatories. The funds so obligated by the client likely do not have to be deobligated at the end of a fiscal year as they would have been if subject to the Economy Act. The client should ensure that any financial obligation incurred under this Agreement is properly recorded so that the funds are available to pay for the MSO services for the duration of this Agreement. Clients' failure to provide timely and adequate funding as required under the IA may be deemed a cancellation and terminated accordingly.

1.8.2 Agreement Charges

All MSO work and travel supporting specific projects or tasks will be performed on a cost reimbursable basis. Accumulated personnel time will be billed monthly at the hourly rates in effect at the time the hours are worked. All project-related contractor expenses will be billed at actual cost, plus a transaction fee for each contract action. The MSO may assess a monthly maintenance fee to cover the cost of financial administration of this project. These expenses are chargeable to the Project or sub Project(s).

1.8.3 Contract Protests, Claims and Resolicitation Costs

The client agrees to reimburse the GSA Acquisition Services Fund for costs incurred by the MSO in support of any and all protests, claims and resolicitation costs resulting from acquisitions conducted on the client's behalf. Additionally, in the event that litigation ensues in connection with challenges to the award of the solicitation issued on behalf of the client or from administration of the contract, the client may be responsible for costs related to or arising from that litigation. Protests, Claims and Resolicitation costs include amounts incurred for Alternative Dispute Resolution and Settlement, to the extent applicable. The client also agrees to reimburse MSO for reasonable costs incurred by MSO in support of any and all protests and re-solicitation resulting from acquisitions conducted on the client's behalf. These costs shall include amounts incurred for Alternative Dispute Resolution and Settlement, to the extent applicable.

1.8.4 Termination Costs

The client agrees to reimburse the GSA Acquisition Services Fund for any and all termination costs determined by the MSO to be reasonable, allowable, and applicable in accordance with pertinent statutes and regulations and incurred by the MSO in implementing a termination decision and any and all administrative costs incurred by the MSO in implementing the termination(s) in the event it becomes necessary to terminate, by reason of Default or Convenience to the Government, any contract awarded or delivery order issued by the MSO as a result of this Agreement.

1.8.5 Delay/Cancellation Charges

Should it be necessary for the client to cancel this Agreement, either in its entirety or in part, or should the client request that work already scheduled by the MSO under an existing Project or sub project be deferred, the MSO is authorized to bill the client for:

- Any direct costs already incurred by the MSO in support of this Agreement which cannot be similarly canceled or deferred (e.g., contracts and subcontracts for vendor services);
- termination costs; and
- costs incurred in relation to or in connection with Disputes and Protests

Such notification must be received in writing at least 30 days prior to the effective date of the requested cancellation before MSO management will take action to discontinue or defer support to an active client project or recurring services that are being provided.

1.8.6 Interpretation of IA:

If MSO and the client are unable to agree about a material aspect of this IA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IA, including modification or amendment of this IA or other agreements, as necessary, by escalating the dispute within their respective organizations. If a dispute about this IA remains unresolved for more than 60 calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency CFOs with a recommendation that the parties submit the dispute to the CFO Council Intergovernmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Intergovernmental Transactions, Subject: Intergovernmental Business Rules. The parties agree to abide by any determination made by the Committee and act accordingly.

1.8.7 Billing Procedure

The MSOs' standard billing procedure is to submit a monthly billing request to the GSA Office of Finance. The Accounts Receivable Branch of the GSA Office of Finance will bill the client. These billings must be paid promptly as rendered, without pre-audit or receipt verification (FPMR 101-2.105). Any discrepancies noted after payment will be adjusted on subsequent billings.