

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 15

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO. NRC-DR-09-08-326

1. DATE OF ORDER 11/6/07		2. CONTRACT NO. (If any) GS23F8150H		6. SHIP TO:	
3. ORDER NO.		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. CFO-07-131	
5. ISSUING OFFICE (Address correspondence to) US Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-415-5719 Mail Stop T7-I2 Washington DC 20555				a. NAME OF CONSIGNEE Ruth Spencer	
				b. STREET ADDRESS Mail Stop T9-C4 11545 Rockville Pike	
		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR DEVA & ASSOCIATES, P.C.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1901 RESEARCH BLVD STE 410				REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ROCKVILLE				e. STATE MD	f. ZIP CODE 208506120
9. ACCOUNTING AND APPROPRIATION DATA 87N-15-5H1358 L1965 252A 31X0200 CFO-08-303 DUNS: 789017506				10. REQUISITIONING OFFICE CFO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				12. F.O.B. POINT destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The contractor shall provide the services according to the Statement of Work. BPA Title: Accounting and Financial Services Period of Performance: November 1, 2007 to October 31, 2008 Total BPA Ceiling: \$237,377.22 Total Obligated Amount: \$83,800.00</p> <p align="center"><i>BPA #2</i></p> <p>Please indicate your acceptance of this contract by having an official who is authorized to bind your organization execute three copies of this document in the spaces provided below and return two copies to the Contract Officer. You should retain the third copy for your records.</p> <p>ACCEPTED: <u><i>[Signature]</i></u> <u>11-1-07</u> Name Date <u>President</u> Title</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME US Nuclear Regulatory Commission Payment Team, Mail Stop T7-I2						
	b. STREET ADDRESS (or P.O. Box) Attn: NRC-DR-09-08-326						
c. CITY Washington			d. STATE DC	e. ZIP CODE 20555		\$83,800.00	
22. UNITED STATES OF AMERICA BY (Signature) <u><i>[Signature]</i></u>				23. NAME (Typed) Stephen Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 101-11.6

TEMPLATE - ADM001

NOV 06 2007

ADM002

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 Accounting and Financial 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 US 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 PRICE SCHEDULE

Base Year

Labor Category	Labor Hours	Labor Rates	Total
Partner			\$25,457.48
Manager			\$47,095.10
Senior Accountant			\$97,549.76
Accountant			\$67,274.88
Total			\$237,377.22

Option Year 1

Labor Category	Labor Hours	Labor Rates	Total
Partner			\$22,075.72
Manager			\$41,244.72
Senior Accountant			\$84,853.60
Accountant			\$58,515.95
Total			\$206,689.99

Option Year 2

Labor Category	Labor Hours	Labor Rates	Total
Partner			\$13,266.72
Manager			\$25,319.52
Senior Accountant			\$52,214.40
Accountant			\$36,011.52
Total			\$126,812.16

Option Year 3

Labor Category	Labor Hours	Labor Rates	Total
Partner			\$13,725.36
Manager			\$26,205.12
Senior Accountant			\$54,040.32
Accountant			\$37,267.20
Total			\$131,238.00

Option Year 4

Labor Category	Labor Hours	Labor Rates	Total
Partner			\$14,211.36
Manager			\$27,123.12
Senior Accountant			\$55,935.36
Accountant			\$38,574.72
Total			\$135,844.56

TOTAL - ALL YEARS			\$ 837,961.93
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A.2 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.3 TERM OF BPA

This BPA expires on one year after award or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the US Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the US Nuclear Regulatory Commission/Contracting Officer if at any time prior to one year after award the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the US Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 60 days written notice to the BPA holder by the US Nuclear Regulatory Commission Contracting Officer.

A.4 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.

d. The total duration of this BPA is one base year and four one-year optional periods.

A.5 OBLIGATION OF FUNDS

This BPA obligates the funds in the amount of \$83,300.

A.6 EVERGREEN

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal to be found unacceptable.

A.7 AUTHORIZED USERS

Government Contracting Officers representing US 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 CONTRACT TYPE

The government anticipates the award of a firm fixed price or labor hour type task orders to be determined at the time of award of each task order.

A.9 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.10 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.11 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

A.12 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. 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.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 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

[REDACTED]

[REDACTED]

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor

shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

A.15 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.16 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.17 Safety of On-Site Contractor Personnel

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the

Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

A.18 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (July 2007)

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The contractor shall conduct a preliminary security interview or review for each IT level I or II access approval contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The contractor will pre-screen its applicants for the following:

- (a) felony arrest in the last seven years;
- (b) alcohol related arrest within the last five years;
- (c) record of any military courts-martial convictions in the past ten years;
- (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years;
- (e) delinquency on any federal debts or bankruptcy in the last seven years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed contractor's pre-screening record or review will be supplied to FSB/DFS with the contractor employee's completed building access application package.

The contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT 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.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorable review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the contractor 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.

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) and SF- 85P 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT 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.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual

to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The contractor shall submit a completed security forms packet; including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the contractor 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.

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), SF- 85P, and contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

A.19 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Ruth Spencer

Address: US Nuclear Regulatory Commission
Attn: Ruth Spencer MS: T9-C4
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-0596 Email: RES3@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to, and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) 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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.20 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(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.

(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.

**STATEMENT OF WORK
ACCOUNTING AND FINANCIAL SERVICES
BPA NO. NRC-DR-09-08-326**

1.0 Background

The Nuclear Regulatory Commission (NRC) must comply with the Federal Financial Accounting Standards and reporting requirements of the Chief Financial Officers Act of 1990, the Department of Treasury, and the Office of Management and Budget (OMB). The Office of the Chief Financial Officer (OCFO) of the NRC requires contractor support to provide accounting and financial services support to the agency. On a task ordering basis, the contractor shall provide financial management advice and guidance concerning financial issues; conduct cost/benefit and other financial analyses or financial reviews/studies; document financial processes and recommend improvements, which may include identification of best practices or re-engineering of processes; assist in the preparation of the quarterly and annual financial statements and compilation documentation; perform certain general ledger account reconciliations; and complete related financial or accounting tasks.

2.0 Objective

The Contractor shall provide qualified personnel and management to meet the requirements listed in the statement of work. The projects will generally require high level financial management expertise to complete tasks within short time frames, some with no agency precedent to rely on due to the unpredictability of new financial management issues.

3.0 Scope of Work

The contractor will provide financial management advice and guidance, assist the NRC in conducting financial analyses, and document financial processes and recommend improvements, thereby ensuring the NRC more effectively manages its accounting and financial resources. The contractor will also provide assistance in preparing financial statements and reconciling financial accounts. NRC's need for such services will fluctuate over time, due to several variables, including: anticipated systems improvements that will automate many financial management functions over time; the unpredictability of new financial management issues arising; financial audit findings; government wide financial policy changes; and the cyclical nature of certain requirements (e.g. biennial cost reviews, one-time project cost estimates). It is anticipated that the scope of work will decrease in the option years of this contract, largely due to further automation of the financial statement and reconciliation tasks. The need for financial management advice and guidance will fluctuate over time, although NRC anticipates the need for advice to exist each year of the proposed contract.

4.0 Specific Tasks

When Task Orders are issued, the Contractor shall provide qualified personnel to complete the tasks described below. The anticipated contract type is going to be negotiated upon task order award. The government anticipates the award of a firm fixed price or labor hours type task orders.

4.1 Task 1: Financial Statement Preparation

Requirement: The Contractor shall assist in the preparation of NRC's quarterly and annual financial statements and accompanying footnotes from the appropriate general

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ledger account balances as recorded in the agency's Accounting System. This consists of three (3) subtasks:

4.1.1 The Contractor shall assist in preparing the following draft financial statements: Balance Sheet, Statement of Net Cost, Statement of Changes in Net Position, Statement of Financing, and Statement of Budgetary Resources.

4.1.2 The Contractor shall assist in the preparation of the necessary audit adjustments to the financial statements, including suggested general ledger postings, for review and approval of the Technical Monitor.

4.1.3 The Contractor shall assist in providing compilation work papers to support the financial statement balances.

Standard: See chart in section 10.0 below

Deliverable: Financial statements and compilation workpapers will be produced using Microsoft Office software (e.g. Word, Excel).

Acceptance Criteria: The financial statements shall be produced in accordance with OMB Circular A-136, Form and Content of Agency Financial Statements, and require minimal editing by the NRC (e.g. for errors of formatting or data input). The compilation workpapers shall contain proper referencing and be complete. See also Performance Requirements in Section 10.0 Deliverables below, which provides for performance-based deductions if statements are not accurate, complete and timely.

Meetings and Travel: Travel is not anticipated for Task 1. However, any travel and meetings will be specified within each Task Order.

NRC Furnished Material and Equipment: NRC will furnish access to systems and personnel necessary for the production of the financial statements. No more than three (3) contractor staff shall reside at the NRC location during the performance of task orders for Task 1.

Additional Guidance and/or References: n/a

4.2 Task 2: Account Reconciliation

Requirement: As specified in individual task orders, the Contractor shall perform some or all of the following reconciliations:

4.2.1 Equipment Inventory

The Contractor shall determine the value by direct review and analysis of payment documents and maintain detailed accounting data (e.g., contract invoices, receiving reports) sufficient for support of the general ledger property account balances. The Contractor shall prepare adjustments to the general ledger property accounts as necessary and reconcile the ledger with the Division of Administrative Services' (DAS) property management system inventory. The Contractor shall develop a depreciation schedule reflecting the amounts to be charged monthly. Following the close of each month, the Contractor shall provide: (a) a list of discrepancies identified between the DAS system and the detailed accounting property system; (b) a list of adjustments for the general ledger and for the DAS system; (c) a summary of the effect on the general

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ledger account balances; (i.e., adjustments, ending balance) and, (d) an analysis of chronic problems and recommended solutions. Following the close of each quarter, the Contractor shall provide a detailed financial equipment inventory including the current period depreciation schedule.

4.2.2 Automated Data Processing (ADP) Software Inventory

The Contractor shall determine the value of ADP contractor-developed and off-the-shelf software by direct review and analysis of payment documents (invoices) and maintain detailed accounting data sufficient to support the general ledger ADP capitalized software account balances and the associated monthly amortization expense. Following the close of each month, the Contractor shall provide: (a) a list of adjustments to the general ledger ADP property accounts as necessary; (b) a summary of the effect on the general ledger account balances; and, (c) an analysis of chronic problems and recommended solutions. Following the close of each quarter, the Contractor shall provide a detailed financial ADP software inventory including the current period amortization schedule. Prepare annual survey of ADP software to determine status of current software and acquisitions of new software.

4.2.3 Leasehold Inventory

The Contractor shall determine the value of leasehold improvements by direct review and analysis of payment documents and maintain detailed accounting data sufficient for support of the general ledger capitalized leasehold improvement account balances and the associated monthly amortization expense.

Following the close of each month, the Contractor shall provide: (a) a list of adjustments to the general ledger leasehold improvement accounts as necessary; (b) a summary of the effect on the general ledger account balances; and, (c) an analysis of chronic problems and recommended solutions. Following the close of each quarter, the Contractor shall provide a detailed financial leasehold improvement inventory including the current period amortization schedule.

4.2.4 Payroll

The Contractor shall review payroll data for each pay period maintained in the payroll system and reconcile with the payroll recorded in the general ledger by account and object class. Following the close of each month, the Contractor shall provide: (a) a list of adjustments to the general ledger; (b) a summary of the effect on the general ledger account balances; and (c) an analysis of chronic problems and recommended solutions.

4.2.5 Cash Reconciliation Review

The Contractor shall review the cash reconciliation report each month to assure accuracy, timeliness, and completeness. Following the close of each month, the Contractor shall provide a summary of any problems encountered and suggested corrective action.

4.2.6 Deposit Clearing Account Review

The Contractor shall review the deposit and clearing account reconciliation each month to ensure accuracy, timeliness and completeness. Following the close of each month, the Contractor shall provide a summary of any problems encountered and suggested corrective action.

4.2.7 General Clearing Account Review

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The Contractor shall perform general review and oversight of all general ledger accounts to ensure accuracy. In addition to the accounts specifically outlined above, the Contractor may be required to perform monthly reviews of other general ledger accounts containing material account balances. The review should be thorough enough to ensure that year-end compilation work papers can be accomplished without major adjustments.

Standard: See chart in section 10.0 below

Deliverable: Reconciliation workpapers will be produced using Microsoft Office software (e.g. Word, Excel).

Acceptance Criteria: Account reconciliations are prepared within 10 days after the close of the accounting period; Listing of adjustments are prepared; Problems summarized; Corrective action plan suggested. See also Performance Requirements in Section 10.0 Deliverables below, which provides for performance-based deductions if reconciliations are not accurate, complete and timely.

Meetings and Travel: Travel is not anticipated for Task 2. However, any travel and meetings will be specified within each Task Order.

NRC Furnished Material and Equipment: NRC will furnish access to systems and personnel necessary for the production of the financial statements. No more than 2 contractor staff shall reside at the NRC location full-time for Task 2.

4.3 Task 3: Financial Management Advice and Guidance

Requirement: Task Orders may be issued for the following (or directly similar) financial management tasks:

4.3.1 Advise the Office of the Chief Financial Officer concerning the effects on the annual financial statements of new and emerging issues (e.g., revisions to Statements of Federal Financial Accounting Standards) and assist on implementing guidance published by Federal oversight agencies.

4.3.2 Perform internal control reviews and provide realistic recommendations on how to correct identified financial weaknesses and assist with the implementation of the corrective actions.

4.3.3 Perform various reviews to include, but not limited to the following: Biennial review of administrative charges; review of recoverable charges and appropriate fee charges for security clearance costs; and assessment of internal controls for fee quarterly billing processing. The NRC Project Officer shall provide direction on specific work to be performed. These reviews may result in recommendations for improvements to internal controls and/or systems.

4.3.4 Conduct special cost studies and provide project cost estimates for various activities undertaken by the NRC.

4.3.5 Document and assess NRC financial management processes and systems to recommend improvements or changes to strategic financial planning. This could include recommendations for new or strengthened quality assurance processes, best practices, or re-engineering of processes. Processes include, but are not limited to: accounting, fee

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billing, accounts receivable, time and labor reporting, commercial payments, interagency agreements, travel, budget formulation, and budget execution. Process documentation will be approximately 20 pages (dependent upon complexity) and cover expectations, roles and responsibilities, process flow (including graphical depictions), cycle times, performance measures, business issues (if any), and milestones.

4.3.6 Review, revise, or develop financial operating procedures and policies for the OCFO Divisions. Policies currently in place include the following Management Directives: Accounting Policy, Internal Control, Financial Management Systems, License Fee Management Program, Administrative Control of Funds, Contingency Plan for Periods of Lapsed Appropriations, Budget Formulation, Time and Labor Reporting, Travel, and Relocation Allowances.

Standard: Standards will be specified within each Task Order.

Deliverable: Deliverables will be specified within each Task Order.

Acceptance Criteria: Acceptance criteria will be specified within each Task Order.

Meetings and Travel: Travel is not anticipated for Task 3. However, any travel and meetings will be specified within each Task Order.

NRC Furnished Material and Equipment: Material and equipment will be specified within each Task Order.

Additional Guidance and/or References: n/a

5.0 Labor Categories and Personnel Qualifications

It is expected that the following four (4) labor categories shall be required: (1) Partner; (2) Manager; (3) Senior Accountant; and (4) Accountant. The Contractor's Partner shall be required to review financial compilations and other major work products. The Manager shall be required to provide supervision to the Senior and Junior Accountants. The task orders will specify the staffing expected for each task.

The Contractor shall provide personnel that meet the minimum qualifications stated below:

a. Partner: The Partner shall possess a four-year degree in Accounting and be a Certified Public Accountant. The Partner shall have ten years of experience in Accounting, of which five years should have been gained in Federal Government Accounting and should include preparation of Federal Financial Statements.

b. Manager: The Manager shall possess a four-year degree in Accounting and be a Certified Public Accountant. The Manager shall have five years of experience in Accounting, of which three years should have been gained in Federal Government Accounting.

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c. Senior Accountant: The Senior Accountant shall possess a four-year degree in Accounting, have two (2) years of experience in Accounting, and be a CPA or CPA Candidate.

d. Accountant: The Accountant shall possess a four-year degree in Accounting, and have less than two (2) years of experience in Accounting.

6.0 Period of Performance

The period of performance will be one year from the date of award, with four option periods of one year each, subject to availability of funds. NRC reserves the right to exercise the one-year options. Tasks will be performed under Task Orders with the period of performance to be specified within each Task Order.

7.0 Place of Performance

Work under Task Orders for Tasks 1 and 2 will require up to five Contractor staff to be on-site at NRC headquarters, 11555 Rockville Pike, Rockville, Maryland during individual task order time frames. Work under Task Orders for Task 3 is not anticipated to require staff to be fulltime at the NRC site, but access to systems and personnel will be provided as necessary to perform the tasks specified in the Task Orders.

8.0 Travel

Travel outside of the Washington, DC area shall be approved by the NRC Project Officer, or designee. The Contractor **will not** be reimbursed local travel when commuting from the contractor facility to the NRC facility.

9.0 Deliverables

The Contractor shall provide deliverables identified below according to the following schedule:

Task	Description	Due Date
1	Financial Statement Preparation	See schedule below
2	Account Reconciliation	Within 10 business days after the close of the monthly accounting period.
3	Financial Management Advice and Guidance	Deliverable dates will be included in specific task orders.

Deliverable Dates for Financial Statements (if Task Orders are in place)

Fiscal Year	1st Quarter	2nd Quarter	3rd Quarter	Annual
2008	January 15, 2008	April 15, 2008	July 15, 2008	October 8, 2008
2009	January 15, 2009	April 15, 2009	July 15, 2009	October 8, 2009
2010	January 15, 2010	April 15, 2010	July 15, 2010	October 8, 2010
2011	January 15, 2011	April 15, 2011	July 15, 2011	October 8, 2011
2012	January 15, 2012	April 15, 2012	July 15, 2012	October 8, 2012

Note: Above dates are subject to change. In addition, for the annual audited financial statements, interim deliverables will be required based on NRC's annual audit milestone schedule.

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Performance Requirements Summary

Performance Requirement	Performance Standard	Performance Incentive
<p>Preparation of Quarterly and Annual Financial Statements and Corresponding Compilation Work-papers.</p>	<p>Financial Statements prepared in accordance with OMB Form and content guidance and other statutory requirements; Statements completed with accurate, correct, and complete data by the due date specified in the schedule of deliverables; Compilation work-papers are complete and provide necessary support for data presented on the statements.</p> <p>Financial Statements lack conformity to statutory guidelines; Statements are completed after specified due date, and/or are inaccurate/incomplete; Compilation work-papers are incomplete and do not satisfy requirements.</p>	<p>Full (100%) Payment</p> <p>80% Payment</p>
<p>Prepare monthly reconciliation of the specified General Ledger accounts.</p>	<p>Account reconciliations are prepared within 10 days after the close of the accounting period; Listing of adjustments are prepared; Problems summarized; Corrective action plan suggested.</p>	<p>Full (100%) Payment</p>

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	<p>Account reconciliations are not completed by the prescribed deliverable date; Listing of adjustments is inaccurate/incomplete; Problems are not completely identified and reported; Corrective action plan not included.</p>	<p>80% Payment</p>
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Enclosure 2

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

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

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

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

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

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.

9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

TBD

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

CFO-07-131

B. PROJECTED START DATE

07/01/2007

C. PROJECTED COMPLETION DATE

10/31/2011

2. TYPE OF SUBMISSION



A. ORIGINAL



B. REVISED (Supersede all previous submissions)



C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

B. CONTRACT NUMBER

DR-09-03-127

DATE

07/31/2007

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Accounting and Financial Services -- to provide accounting and financial management support to the OCFO. The current contract is slated to end 7/31/2007, and some overlap will be needed with the earlier contract to ensure continuity of services. The current contractor has five staff on-site at NRC headquarters, with three additional staff with facilities/IT clearance to assist on particular projects as needed.

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

YES (If "YES," answer 1-7 below)

NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)

3. GENERATION OF CLASSIFIED MATTER.

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.

7. OTHER (Specify)

B. IS FACILITY CLEARANCE REQUIRED?

YES

NO

ADD 5/17/09

C. UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

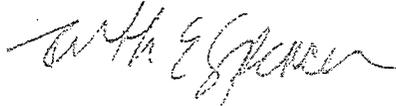
D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

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
Ruth Spencer, Program Assistant (contract project manager)		7/21/07

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:

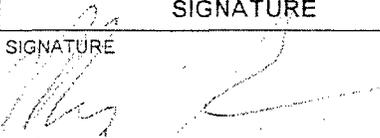
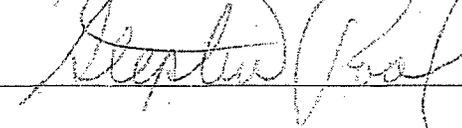
- AUTHORIZED CLASSIFIER (Name and Title) DIVISION OF FACILITIES AND SECURITY

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 Mary S. Givvines, Director, OCFO/DFM		2/21/07
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Sharon D. Stewart, Director, ADM/DFS		5/17/07
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Mary-Lynn Scott, Director, ADM/DC		5/18/07

REMARKS