

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 38

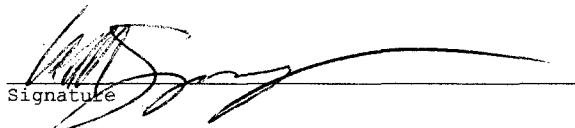
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 01/06/2010		2. CONTRACT NO. (If any) GS23F9794H		6. SHIP TO:	
3. ORDER NO. NRC-DR-10-10-393		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jerry Purcell Jr., 301-492-3625 Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. ADM10393 12/30/2009		b. STREET ADDRESS	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR ERNST & YOUNG LLP		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1101 NEW YORK AVENUE, NW		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.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WASHINGTON	e. STATE DC	f. ZIP CODE 200054213			
9. ACCOUNTING AND APPROPRIATION DATA Obligate: \$963,676.36 B&R: 04015 JC: D2360 BOC: 251A APPN: X0200 DUNS: 095347159		10. REQUISITIONING OFFICE ADM Romana Moy (301) 492-3603			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" 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 SMALLBUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

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 described in the statement of work in accordance with the terms and conditions stated in the GSA contract No. GS-23F-9794H and the additional terms and conditions included in this order. For details on the price schedule please refer to section A.3.1</p> <p>Total Obligated Amount: \$963,676.36 Total Order Ceiling: \$963,676.36 Period of Performance: 12 months from award date Project Officer: Mona Selden PH: (301) 492-3604 E-mail: mona.selden@nrc.gov Accepted:</p> <p> 1/7/10 Signature Date</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						
	c. CITY Denver	d. STATE CO	e. ZIP CODE 80235-2230				17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
Donald King
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR DOCUMENTATION
PREPARED BY: [Signature]

GUNSI REVIEW COMPLETE

JAN 8 2010

OPTIONAL FORM 347 (Rev. 7-2006)
PRESCRIBED BY GSA FPMR (41 CFR) 101-11.6

CONTINUATION PAGE**SCHEDULE OF SUPPLIES OR SERVICES AND
PRICE/COSTS****A.1 PROJECT TITLE**

The title of this project is as follows:

NRC Acquisition Organizational Assessment**A.2 BRIEF DESCRIPTION OF WORK**

- a) The U.S. Nuclear Regulatory Commission requires contractor support to the Office of Administration's Organizational Assessment.
- b) Only Contracting Officers of the NRC or other individuals specifically authorized under this delivery order may authorize the initiation of work under this delivery order. The provisions of this delivery order shall govern all required work hereunder. This Delivery Order is for support to U.S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only

A.3 SCHEDULE

The Contractor shall provide Expert consultant services to the NRC Office of Administration/Division of Contracts (ADM/DC) to help the organization become a high performing organization employing strategic acquisition practices consistent with Chief Acquisition Officer best practices within the federal government in accordance with the "DESCRIPTION/SPECIFICATIONS/WORK STATEMENT" for the deliver order period of performance at the rates as set forth below:

A.3.1 PRICE SCHEDULE

Tasks Period of performance 12 months

CLIN	EY Labor Category	EY Est. Hrs	EY Labor rate*	EY Total
1	Partner/ Engagement Executive			
2	Partner			
3	Senior Manager			
4	Manager			
6	Advisor			
Total				\$678,389.77

Task #8

CLIN	EY Labor Category	EY Est. Hrs	EY Labor rate*	EY Total
1	Partner/ Engagement Executive			
2	Partner			
3	Senior Manager			
4	Manager			
6	Advisor			
Total				\$176,383.48

Task #9

CLIN	EY Labor Category	EY Est. Hrs	EY Labor rate*	EY Total
1	Partner/ Engagement Executive			
2	Partner			
3	Senior Manager			
4	Manager			
6	Advisor			
Total				\$108,903.11

Total including both Optional Tasks	\$963,676.36
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A.4 CONSIDERATION AND OBLIGATION-LAOR HOURS

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered and accepted under the terms of this contract is \$ 963,676.36.
- (b) The amount presently obligated with respect to this contract is \$ 963,676.36. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer increases the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.5 STATEMENT OF WORK**A.5.1 BACKGROUND**

The Nuclear Regulatory Commission's (NRC) Office of Administration/Division of Contracts (ADM/DC) seeks contractor assistance to help the organization become a high performing organization employing strategic acquisition practices consistent with Chief Acquisition Officer best practices within the federal government.

The NRC Office of Administration (ADM) Mission Statement is to:

"Provide the best service possible to our customers quickly and professionally, with a friendly can-do attitude, incorporating planning, organization, and teamwork."

The Division of Contracts (DC) is responsible for four primary product lines:

- contract, grant, interagency agreement, cooperative agreement awards and administration
- contracting and financial assistance policies and procedures
- oversight of delegated procurement authority
- procurement data and related reports

The NRC ADM/DC is comprised of four branches and two teams:

- **Contract Management Branches (CMB) 1 through 4:** Perform negotiation, administration, and closeout of simplified acquisitions, contracts, grants, cooperative agreements and interagency actions in support of assigned client program offices to ensure that goods and services contracted for are delivered on time and in accordance with agreed-upon costs. Activities include contractor/grantee selection, negotiation, and administration.
- **Procurement Policy Team (PPT):** Develops and implements agency-wide contracting and financial assistance policies and procedures. Provides advice and assistance to NRC program officials relative to procurement regulations, requirements and methods of meeting program objectives consistent with such requirements. Oversees acquisition training and certification and acquisition career development programs for acquisition professionals, program managers, and project managers. Develops policy and procedures and oversees Agency practices to assure compliance with the Office of Management and Budget Circular A-76 and the FAIR Act. Performs contract closeout management.
- **Procurement Oversight Team (POT):** Provides oversight of regional procurement activities; develops and administers overall agency guidance for contracting activities with the U.S. Department of Energy (DOE) laboratories and other agencies. Provides oversight to ensure that appropriate procedures are followed in placing and monitoring DOE laboratory agreements and agreements with other agencies. Oversees the NRC Purchase Card Program. Provides standard and ad hoc reports, and performs oversight of and makes recommendations regarding internal operations.

A.5.2 OBJECTIVES

The contractor shall provide the necessary qualified personnel, equipment, and management expertise to assist ADM/DC with its independent organizational assessment.

A.5.3 SCOPE OF WORK

A.5.3.1 Provide insight and develop criteria for determining acquisition best practices.

A.5.3.2 Compare and assess the NRC's centralized and decentralized (i.e., located in NRC program offices, e.g. Office of Nuclear Reactor Regulation (NRR), Office of New Reactors (NRO), Office of Nuclear Regulatory Research (RES), Office of Federal and

State Materials and Environmental Management Programs (FSME)) acquisition functions, organizational structure, staffing, roles and responsibilities, stakeholder (internal and external) relations, infrastructure and processes to the acquisition best practices identified in 3.1 to determine the agency's ability to meet organization mission requirements.

A.5.3.3 Make recommendations to bring the NRC acquisition functions, organizational structure, staffing, roles and responsibilities, stakeholder (internal and external) relations, infrastructure and processes in line with Federal Government and commercial acquisition best practices to optimize the agency's ability to meet organization mission requirements.

A.5.3.4 Optional Tasks Objective

- (a) Optional Task One - Analyze the current NRC acquisition workforce capabilities, skills, and alignment and identify opportunities for business process improvements.
- (b) Optional Task Two – Conduct an entity level internal control review of the acquisition function as required by Office of Management and Budget (OMB) Circular A-123, utilizing OMB's Guidelines for Assessing the Acquisition Function, the Government Accountability Office's Framework for Assessing the Acquisition Function at Federal Agencies, and the use of surveys, interviews, and data. Provide a final report that analyzes the results of the information collected, focusing on identifying the key controls and an analysis of the current state, as well as recommendations for improvement. The report shall serve as a template that will enable NRC to leverage existing resources by implementing an integrated management approach to internal control that focuses equally on the financial, program, operational and administrative functional areas of NRC, including the acquisition function.

A.5.3.5 DESIRED OUTCOME

As a result of this effort, the contractor shall perform a review and provide an assessment and recommendations that will support implementation of a state-of-the-art strategic acquisition methodology, utilizing streamlined, best business practices, which result in the development of high quality, mission-enabling contracts in a less resource intensive manner.

A.5.4 SPECIFIC REQUIREMENTS

A.5.4.1 Project Planning

i. Requirement:

The contractor shall provide a project plan and an assessment approach for accomplishing the objectives A.5.3.1 through A.5.3.5 to the project manager within three weeks after contract award. The contractor will brief the Procurement Oversight Committee (POC) and project manager (PM) on the approach, major milestones, estimated due dates, and obtain approval before proceeding.

ii. Standard:

The contractor shall work with the NRC standard software applications including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, and Microsoft Project.

iii. Deliverable:

A project plan and assessment approach that includes the agreed upon milestones and schedules for the NRC Acquisition Organizational Assessment.

iv. Acceptance Criteria:

The NRC contractor shall document the agreed upon milestones and due dates and provide the document to the PM.

v. Meetings and Travel:

An initial project planning meeting shall be held within three weeks after contract award at NRC headquarters, Rockville, Maryland, to discuss milestones and due dates. A subsequent brief for the POC shall be held per the POC's schedule. Additional meetings will be scheduled as necessary.

vi. NRC Furnished Material and Equipment

- NRC and DC Organization Charts
- Office Mission Statement and Customer Service Principles
- Branch/Team Roles and Responsibilities
- Staff Position Descriptions
- Staff Roles and Responsibilities
- Staffing Plan
- Operating Plan
- Agency Management Directives, policies, and procedures
- Federal statutes, policies and procedures
- Internal and External Factors affecting acquisition
- Resources attributed to acquisition functions

vii. Additional Guidance and/or Reference as needed

A.5.4.2 TASK#2 Provide insight and develop criteria for determining acquisition best practices. Identify agencies within the Federal Government with acquisition best practices in terms of organizational structure, staffing, roles and responsibilities, stakeholder (internal and external) relations, infrastructure, processes, and a strategic acquisition approach to meet organizational mission requirements.

i. Requirement:

The contractor shall develop criteria to be used in determining acquisition best practices among federal agencies. The project manager and POC shall approve the criteria before the contractor proceeds with identifying agencies with acquisition best practices. The contractor shall gather acquisition organizational structure, staffing, roles and responsibilities, stakeholder relations, infrastructure, processes and strategic acquisition best practices data from organizations within the Federal Government. Relevant information includes but is not limited to organization charts (titles only); acquisition office roles, responsibilities, and organizational placement; staffing models for acquisition office, program managers and project managers; systems and other automated tools; streamlined process descriptions and implementing policies/procedures; strategic acquisition methods employed and implementing policies/procedures and key metrics used to assess effectiveness. The contractor shall identify functions performed by Federal Employees and functions performed by contractors.

ii. Standard:

The contractor shall work with the NRC standard software applications including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, and Microsoft Project.

iii. Deliverable:

The contractor shall present its findings via a PowerPoint presentation and supplemental materials to the project manager and POC. The contractor shall develop and provide its criteria before identifying best practice agencies. The contractor shall identify at least three agencies with acquisition best practices within Federal Government. The contractor will explain to the POC the criteria used to evaluate the agencies and why they selected the agencies. The contractor shall provide the agency's acquisition organization charts. In addition, the contractor will provide a detailed flowchart outlining how the acquisition functions are performed across the selected agency and those that are contracted out. The contractor shall provide the project manager with a report summarizing the information gathered from each agency (whether selected or not). The report will be in Microsoft Word format. The project manager shall make suggestions and or revisions regarding the findings of the contractor.

iv. Acceptance Criteria:

The contractor shall produce a PowerPoint presentation with appropriate supplemental materials highlighting the results of its findings, including any suggestions or revisions by NRC management. In addition, the contractor shall provide the project manager with a report that contains all the information gathered from each agency. The report will be in Microsoft Word format. Both are due to the project manager by the due date established in the milestone schedule.

v. Meetings and Travel:

The contractor shall be prepared to meet with the project manager and POC at the Rockville, Maryland Headquarters site to discuss the results of the contractor's initial findings. NRC management shall make suggestions and or revisions to the findings of the contractor.

vi. NRC Furnished Material and Equipment

N/A

viii. Additional Guidance and/or Reference as needed

A.5.4 .3 TASK#3 Provide insight and develop criteria for determining acquisition best practices. Identify commercial strategic acquisition best practices in terms of infrastructure, processes, and a strategic acquisition approach to meet organizational mission requirements.

i. Requirement:

The contractor shall develop criteria to be used in determining acquisition best practices among commercial entities. The project manager and POC shall approve the criteria before the contractor proceeds with identifying companies with acquisition best practices. The contractor shall gather information specifically as it pertains to strategic acquisition methodologies, supporting software tools/applications, and streamlined business processes. Relevant information includes but is not limited to systems and other automated tools; streamlined process descriptions and implementing policies/procedures; strategic acquisition methods employed and implementing policies/procedures and key metrics used to assess effectiveness.

ii Standard:

The contractor shall work with the NRC standard software applications including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, and Microsoft Project.

iii. Deliverable:

The contractor shall present its findings via a PowerPoint presentation and supplemental materials to the project manager and POC. The contractor shall develop and provide its criteria before identifying best practice agencies. The contractor shall identify at least three companies with demonstrated strategic acquisition best practices. The contractor will explain to the POC the criteria used to evaluate the companies and why they selected the companies. The contractor shall provide the companies' organization charts. In addition, the contractor will provide a detailed flowchart outlining how the strategic acquisition functions and processes are performed. The contractor shall provide the project manager with a report summarizing the information gathered from each company (whether selected or not). The report will be in Microsoft Word format. The project manager shall make suggestions and or revisions regarding the findings of the contractor.

iv. Acceptance Criteria:

The contractor shall produce a PowerPoint presentation with appropriate supplemental materials highlighting the results of its findings, including any suggestions or revisions by NRC management. In addition, the contractor shall provide the project manager with a report that contains all the information gathered from each company. The report will be in Microsoft Word format. Both are due to the project manager by the due date established in the milestone schedule.

v. Meetings and Travel:

The contractor shall be prepared to meet with the project manager and POC at the Rockville, Maryland Headquarters site to discuss the results of the contractor's initial findings. NRC management shall make suggestions and or revisions to the findings of the contractor.

vi. NRC Furnished Material and Equipment

N/A

vii. Additional Guidance and/or Reference as needed

A.5.4.4 TASK#4 Compare and assess the NRC's centralized and decentralized (i.e., located in NRC program offices, e.g., NRR, NRO, RES, FSME) acquisition functions, organizational structure, staffing, roles and responsibilities, stakeholder (internal and external) relations, infrastructure and processes to the acquisition best practices and strategic acquisition approaches identified in 5.2

i. Requirement:

The contractor shall make a side-by-side comparison of the NRC's centralized and decentralized acquisition organizational structure, staffing, roles and responsibilities, functions, and overall acquisition performance to the acquisition best practices of the three agencies selected. The comparison will include a comparison of the organization charts, a comparison of DC functions, a comparison of the DC roles and responsibilities, and an analysis of each agency's acquisition performance measures. The contractor shall identify gaps between NRC acquisition practices and the acquisition best practices identified in 5.2.

ii. Standard:

The contractor shall work with the NRC standard software applications including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, and Microsoft Project.

iii. Deliverable:

The contractor shall present its findings to the NRC POC via a Microsoft PowerPoint. The presentation will include a comparison of the NRC's centralized and decentralized acquisition organizational structure, roles and responsibilities, procedures, functions, and overall acquisition performance to the acquisition best practices of three agencies selected. The comparison will include a comparison of the organization charts, a comparison of acquisition functions, a comparison of the acquisition roles and responsibilities, and an analysis of each agency's

acquisition performance. The comparison shall be based on the criteria established in task 5.2. In addition, the contractor shall provide the project manager with a detailed report, utilizing Microsoft Word, of the results of the side-by-side comparison. NRC management shall make suggestions and or revisions regarding the findings of the contractor.

iv. Acceptance Criteria:

The contractor shall produce a PowerPoint presentation highlighting the results of its comparison, including any suggestions or revisions by NRC management. In addition, the contractor shall provide the project manager with a detailed report, utilizing Microsoft Word, of the results of the side-by-side comparison. Both are due to the project manager by the due date established in the milestone schedule.

v. Meetings and Travel:

The contractor shall be prepared to meet with the project manager and POC at the Rockville, Maryland Headquarters site to discuss the results of the contractor's initial findings. NRC management shall make suggestions and or revisions to the findings of the contractor.

vi. NRC Furnished Material and Equipment

N/A

vii. Additional Guidance and/or Reference as needed

A.5.4.5 TASK#5 Compare and assess NRC's centralized and decentralized (i.e., located in NRC program offices, e.g., NRR, NRO, RES, FSME) acquisition functions, infrastructure, and processes to the commercial acquisition best practices and strategic acquisition approaches identified in A.5.3

i. Requirement:

The contractor shall make a side-by-side comparison of the overall NRC acquisition performance and processes to the commercial acquisition best practices and strategic acquisition approach of the three companies selected. The comparison will include a comparison of the organization charts, a comparison of DC functions, a comparison of the processes and strategic acquisition methodologies, and an analysis of each company's acquisition performance measures. The contractor shall identify gaps between NRC acquisition practices and the commercial acquisition best practices identified in A.5.3.

ii. Standard:

The contractor shall work with the NRC standard software applications including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, and Microsoft Project.

iii. Deliverable:

The contractor shall present its findings to the NRC POC via a Microsoft PowerPoint. The presentation will include a comparison of the NRC's centralized and decentralized acquisition organizational structure, procedures, functions, and overall acquisition performance to the acquisition best practices and strategic

acquisition approaches of three companies selected. The comparison will include a comparison of the organization charts, a comparison of acquisition functions, a comparison of the processes, and an analysis of each company's acquisition performance and use of key performance metrics. The comparison shall be based on the criteria established in task 5.3. In addition, the contractor shall provide the project manager with a detailed report, utilizing Microsoft Word, of the results of the side-by-side comparison. NRC management shall make suggestions and or revisions regarding the findings of the contractor.

iv. Acceptance Criteria:

The contractor shall produce a PowerPoint presentation highlighting the results of its comparison, including any suggestions or revisions by NRC management. In addition, the contractor shall provide the project manager with a detailed report, utilizing Microsoft Word, of the results of the side-by-side comparison. Both are due to the project manager by the due date established in the milestone schedule.

v. Meetings and Travel:

The contractor shall be prepared to meet with the project manager and POC at the Rockville, Maryland, Headquarters site to discuss the results of the contractor's initial findings. NRC management shall make suggestions and or revisions to the findings of the contractor.

vi. NRC Furnished Material and Equipment

N/A

vii. Additional Guidance and/or Reference as needed

A.5.4.6 TASKS#6 and #7 Make recommendations to bring the NRC's centralized and decentralized acquisition functions (i.e., located in NRC program offices, e.g., NRR, NRO, RES, FSME), organizational structure, staffing, roles and responsibilities, stakeholder (internal and external) relations, infrastructure and processes in line with Federal Government and commercial best practices to achieve a more strategic acquisition approach.

i. Requirement:

The contractor shall present to the project manager and POC its recommendations and a plan of action to bring the NRC's centralized and decentralized acquisition functions, organizational structure, staffing, roles and responsibilities, stakeholder (internal and external) relations, infrastructure and processes in line with Federal Government and commercial best practices to achieve a more strategic acquisition approach

ii. Standard:

The contractor shall work with the NRC standard software applications including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, and Microsoft Project.

iii. Deliverable:

The contractor shall present to the project manager and POC its recommendations and a plan of action to bring the NRC acquisition organizational structure, roles and responsibilities, functions, infrastructure and processes in line with Federal Government and commercial best practices. The contractor shall provide recommendations that will help align the organizational structure, roles and responsibilities, functions, and performance of the NRC acquisition function to Federal Government and commercial best practices. The contractor shall provide a plan of action that will help align the organizational structure, roles and responsibilities, functions, processes and performance of the NRC acquisition function to Federal Government and commercial best practices. The recommendations for the organizational structure, roles and responsibilities, functions, and overall strategic acquisition approach will be created via Microsoft Visio. The plan of action will be created via Microsoft Word. In addition, the contractor shall provide the project manager and POC with the recommendation, plan of action, and any backup information supporting the contractor's recommendations via a Microsoft Word file. NRC management shall make suggestions and or revisions regarding the recommendations of the contractor as necessary.

iv. Acceptance Criteria:

The contractor shall provide its recommendations and the plan of action to the project manager and POC. The Contractor shall use Microsoft Visio to produce recommendations and Microsoft Word for the plan of action. Both are due to the project manager by the due date established in the milestone schedule.

v. Meetings and Travel:

The contractor shall be prepared to meet with the project manager and POC at the Rockville, Maryland, Headquarters site to discuss its recommendations and plan of action. NRC management shall make suggestions and or revisions to the findings of the contractor.

vi. NRC Furnished Material and Equipment

N/A

vii. Additional Guidance and/or Reference

As needed

A.5.5.7 Task #8 Analyze the current NRC acquisition workforce capabilities, skills, and alignment and identify opportunities for business process improvements.

i. Requirement:

The contractor shall analyze the current NRC acquisition workforce and any selected acquisition processes. The workforce analysis will assess the current mix of NRC acquisition workforce skill sets and how the NRC acquisition workforce is currently aligned. The assessment will identify skill set gaps and make recommendations to correct the gaps. The contractor shall use interviews and surveys down to the team leader position to gather workforce skill set information, as necessary. The contractor shall conduct business process assessments selected by the project manager. The contractor will provide

recommendations and improvements to the selected processes to achieve maximum efficiency and effectiveness.

ii. Standard:

The contractor shall work with the NRC standard software applications including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, and Microsoft Project.

iii. Deliverable:

The contractor shall present the project manager with the results of its analysis via a Microsoft Word Document. The results of the analysis will include graphs and charts supporting its analysis. The contractor shall make workforce recommendations to correct skill set gaps to the project manager. The contractor, if applicable, shall also present to the project manager the results of its business process analysis via a Microsoft Word Document. The results of the analysis will include business process inefficiencies and corrective actions. NRC management shall make suggestions and or revisions regarding the contractor's analysis.

iv. Acceptance Criteria:

The contractor shall produce a report containing the results of its workforce analysis and the results of its business process analysis. The reports will include any recommendations from the contractor or from NRC management. The report is due to the project manager by the due date established in the milestone schedule.

v. Meetings and Travel:

The contractor shall be prepared to meet with the project manager at the Rockville, Maryland Headquarters site to discuss the results of its workforce and business process analysis. NRC management shall make suggestions and or revisions to the findings of the contractor.

vi. NRC Furnished Material and Equipment

N/A

vii. Additional Guidance and/or Reference as needed

A.5.5.8 Task #9 Conduct an entity level assessment of the NRC acquisition function as required by OMB Circular A-123, Management's Responsibility for Internal Control.

i. Requirement:

The contractor shall utilize the framework developed by the Government Accountability Office (GAO) that promotes a "top-down" assessment of the strengths and weaknesses of the acquisition function. This framework will contribute to a more holistic assessment of the acquisition function and aid in determining the appropriate business strategies needed to achieve the agency mission. The guidelines provide a template to help agencies conduct a comprehensive and standardized assessment for entity level reviews. GAO's framework consists of four interrelated "cornerstones" that have a direct influence on the extent to which the acquisition function is efficient, effective, and accountable to the taxpayer. The cornerstones are: (1) organizational alignment

and leadership, (2) policies and procedures, (3) human capital, and (4) information management stewardship. The contractor shall use interviews and surveys that would be completed by each NRC component. The contractor shall provide recommendations and improvements to achieve maximum efficiency and effectiveness.

ii. Standard:

The contractor shall work with the NRC standard software applications including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, and Microsoft Project.

iii. Deliverable:

The contractor shall present the project manager with the results of its analysis via a Microsoft Word Document. The results of the analysis will include graphs and charts supporting its analysis. The contractor shall provide recommendations that will assist senior management and affected organizations in identifying areas requiring greater management attention and/or more focused follow-up work. In addition, the contractor shall provide the project manager with the recommendation, plan of action, and any backup information supporting the contractor's recommendations via a Microsoft Word file. NRC management shall make suggestions and or revisions regarding the recommendations of the contractor as necessary.

iv. Acceptance Criteria:

The contractor shall produce a report containing the results of its assessment. The reports will include any recommendations from the contractor or from NRC management. The report is due to the project manager by the due date established in the milestone schedule.

v. Meetings and Travel:

The contractor shall be prepared to meet with the project manager at the Rockville, Maryland Headquarters site to discuss the results of its assessment. NRC management shall make suggestions and or revisions to the findings of the contractor.

vi. NRC Furnished Material and Equipment

N/A

vii. Additional Guidance and/or Reference as needed

A.5.5 PLACE OF PERFORMANCE

Work for this contract shall be performed primarily at the contractor's site. Meetings and interviews will occur at NRC Headquarters to allow the contractor to gather organizational and workforce data. All other work shall be completed at the contractor's place of business.

A.5.6 TRAVEL

Any travel outside of the Washington, D.C. area shall be approved by the NRC Project Officer, or designee. Limited local travel will be required. The contractor will not be reimbursed for local travel when commuting from the contractor facility to the NRC facility.

A.5.7 DELIVERABLES

The contractor shall provide draft deliverables for NRC comment. The contractor shall provide a final deliverable within 5 working days after receiving NRC comment on the drafts. The contractor shall, on a monthly basis, provide the project manager with a financial status report.

	Deliverable	Related Sections in the SOW	Due Date (on or about)
1.	Project Plan and Assessment Approach Presentation	A.5.4.1	Draft: January 26, 2010 Final: February 2, 2010
2.	Project Plan and Assessment Approach Report	A.5.4.2	Draft: January 26, 2010 Final: February 2, 2010
3.	Best Practices Presentation	A.5.4.2 and A.5.4.3	Draft: March 23, 2010 Final: March 29, 2010
4.	Best Practices Report	A.5.4.4	Draft: March 23, 2010 Final: March 29, 2010
5.	Comparison presentation acquisition management and best practices	A.5.4.4 and A.5.4.5	Draft: April 20, 2010 Final: April 27, 2010
6.	Acquisition Recommendations	A.5.4.6	Draft: May 11, 2010 Final: May 18, 2010
7.	Acquisition Plan of Action	A.5.4.6	Draft: May 11, 2010 Final: May 18, 2010
8.	TASK 8 – Analysis results of acquisition workforce capabilities	A.5.4.7	(on or about) July 12, 2010
9.	TASK 8 – Results Management of the business process	A.5.4.7	(on or about) July 12, 2010
10.	TASK 9 – Results of entity level internal control review of the acquisition function and recommendations that will assist senior management and accountable organizations in identifying areas requiring greater management attention and/or more focused follow-up work.	A.5.4.8	(on or about) May 13, 2010
11.	Status reports	B.11	Monthly – by the 15 th day of each month.

ADDITIONAL CLAUSES**B.1 FEDERAL HOLIDAYS AND ADMINISTRATIVE LEAVE**

Unless specifically authorized in writing by the Contractor Officer, no services will be provided and no changes 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

When any such day falls on a Saturday the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designate around the clock personnel or emergency operations, Contractor personnel will not be able to perform on site under this contract with NRC on the holidays set forth above. The Contractor shall not charge any holiday as a direct charge to the contract. In the event that personnel work during a holiday other than those specified above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect charge. However, this does not preclude reimbursement for authorized overtime work.

In the event that NRC grants administrative leave to its Government employees at the site, on-site Contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around the clock requirements of critical efforts already in progress or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor shall direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries or wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work.

B.2 OPTION PERIODS- TASK ORDER/DELIVERY ORDER UNDER GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

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 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 applicable option years, etc.

For proposal evaluation purposes, the NCR 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

SUPPLY SCHEDULE CONTRACT (MARCH 2007)

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 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 applicable option years, etc.

For proposal evaluation purposes, the NCR 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 option(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 being found unacceptable.

B.3 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, 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 e-mail 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 this 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 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.

B.4 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 identified 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/recuit_emplo/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.

B.5 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/spaces, 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, 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 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's 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 Violations."

(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 physical protection and location of certain plant equipment vital to the safety of production or 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. 2001 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 of classified documents, material, and equipment must provide that the contractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

B.6 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 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 2010 within three weeks of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipments and/or IT services must continue to take 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.

B.7 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 Projects 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.nrrc.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.

B.8 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR II ACCESS APPROVAL

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 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 Contract 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.

The contractor shall make a written record of its pre-screening interview [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. 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 planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer systems, 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 can not 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 FD258 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 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 can not 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 contractor'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 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 pre-screening which furnishes the basis for providing security requirements to prime Contractor's, 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 other that he/she will immediately contact FSB/DFS so that the

access review may be promptly discounted. 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 access.

B.9 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: Mona Selden

Address: U.S. Nuclear Regulatory Commission
Office of Administration
Mail Stop: 01-B10-M
Washington, DC 20555-0001

Telephone Number: (301) 492-3604

E-mail: Mona.Selden@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.

B.10 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]

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.

B.11 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
 - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".
- (i) Property status:
 - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

B.12 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to it or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall

obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and

must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site; or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

B.13 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (OCT 1999)

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited

provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There () are () are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal.

**B.14 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST
(REPRESENTATION) (OCT 1999)**

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

ATTACHMENT (1)

January 5, 2010

MEMORANDUM FOR: Jesus Sanchez, Personnel Security Specialist
Personnel Security Branch

FROM: Jerry Purcell Jr., Contract Specialist
Contract Management Branch No. 1
Division of Contracts

SUBJECT: REQUEST FOR REVIEW OF NRC FORM 187 FOR RFPA
PACKAGE NO. 10-10-393, ENTITLED "NRC Acquisition
Organizational Assessment"

The Personnel Security Branch's review is requested on the enclosed NRC Form 187, "Contract Security and/or Classification Requirements. I have also enclosed the NRC Form 400 "Request for Procurement Action" (RFPA), the Independent Government Cost Estimate, and the Statement of Work. If you have any questions regarding this request or need any additional information, please contact me at 301-492-3625 or Jerry.Purcell@nrc.gov.

Enclosure:
As Stated

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

Ernst and Young
1225 Connecticut Ave. N.W.
Washington, D.C. 20036

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

B. PROJECTED
START DATE

01/05/2010

C. PROJECTED
COMPLETION DATE

01/04/2011

2. TYPE OF SUBMISSION

- ☒ A. ORIGINAL
☐ B. REVISED (Supersedes 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

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**Independent organizational assessment of NRC acquisition function and recommendations that will support
implementation of strategic state-of-the-art acquisition methodology, using streamlined best business practices.**

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

☒ NOC. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER
PLANTS.G. ☐ REQUIRE OPERATION OF GOVERNMENT VEHICLES OR
TRANSPORT PASSENGERS FOR THE NRC.D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS
INFORMATION.H. ☐ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC
FACILITIES.E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND
DATA.I. ☐ REQUIRED TO CARRY FIREARMS.F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS
BUILDING.J. ☐ FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D,
G, H, I, OR J IS CHECKED.**

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
Mona Selden Project Officer	<i>Mona C. Selden</i>	1/5/2010

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

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

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☒ CONTRACTOR (Item 1)
☐ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
Alba Sanchez, Acting Director, DC	<i>Alba Sanchez</i>	12/31/09
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Robert Webber, DIRECTOR, DFS/ADM	<i>Robert Webber for</i>	1/6/10
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Alba Sanchez, Acting Director, DC	<i>Alba Sanchez</i>	12/31/09

REMARKS

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

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

Final vouchers/invoices 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.

R:\txtselden\billing instructions LH or TM revised 2008

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. 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).
- c. Contract Number. Insert the NRC contract number.
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Required Attachments (Supporting Documentation).** Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors)

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

3. Definitions

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period from _____ through _____.

	<u>Current Period</u>	<u>Amount Billed</u> <u>Cumulative</u>
(f) Direct Costs:		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____
(6) Consultants	\$ _____	\$ _____