

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 28

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

BPA NO.

1. DATE OF ORDER SEP 20 2010		2. CONTRACT NO. (If any) GS23F9794R		9. SHIP TO.	
3. ORDER NO. NRC-DR-23-10-246		4. REQUISITION REFERENCE NO. EDO-10-246 8/4/2010		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Monique B. Williams Mail Stop: TWB-01-B10X Washington, DC 20555		b. STREET ADDRESS Attn: Rickie Seltzer, 301-415-1728 Mail Stop: 016215 Email: Rickie.seltzer@nrc.gov		c. CITY Washington	
7. TO:		d. STATE DC		e. ZIP CODE 20555	
a. NAME OF CONTRACTOR ERNST & YOUNG LLP		f. SHIP VIA N/A		b. 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		d. CITY WASHINGTON		e. STATE DC	
f. ZIP CODE 200054213		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.	
9. ACCOUNTING AND APPROPRIATION DATA 07M-15-511-384, D1335, 257A, 31X0200 FFS Commitment No.: EDO10309 DUNS No. 095347159		10. REQUISITIONING OFFICE EDO		12. F.O.B. POINT Destination	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		13. PLACE OF		14. GOVERNMENT B/L NO. N/A	
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZONE		<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) N/A		16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The U.S. Nuclear Regulatory Commission (NRC) hereby issues this Delivery Order entitled, "Spend Analysis Services" to Ernst & Young per the attached Statement of Work (SOW), NRC Terms and Conditions and the GSA Federal Supply Schedule. Contract No.: GS-23F-9794R.</p> <p>CONTRACTOR ACCEPTANCE OF DELIVERY ORDER NO. NRC-DR-23-10-246</p> <p><i>[Signature]</i> 9/21/10 Date Executive Director Title</p>				See CONTINUATION Page	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		21. NET INVOICE TO:		17D) TOTAL (Cont. page)	
SEE BILLING INSTRUCTIONS ON REVERSE		a. NAME Department of Interior / NBC NRCpayments@nrc.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		22. UNITED STATES OF AMERICA BY (Signature) <i>Sheila Bumpass</i>		23. NAME (Typed) Sheila Bumpass Contracting Officer TITLE: CONTRACTING ORDERING OFFICER		24. AMOUNT \$494,381.00		17E) GRAND TOTAL	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2008)
PRESCRIBED BY GSA/FAR 48 CFR 53.213-1

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

SEP 24 2010

ADM001

A.1 PROJECT TITLE

The title of this project is as follows:

"Spend Analysis Services"

A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide the necessary qualified personnel, equipment, and management expertise to assist the NRC to develop and implement an agency-wide approach to spend analysis and to conduct spend analysis on the agency's FY 08-10 spending data. This analysis will identify where/ how agency procurement dollars are expended and inform agency approach to implement strategic sourcing activities.

A.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on September 30, 2010 and will expire on March 31, 2011. The term of this contract may be extended at the option of the Government for additional 12-months. Contractor shall complete commercial and purchase card data analysis no later than four months of date of award. Interagency agreement and DOE laboratory agreement data analysis shall be completed no later than six months of date of award.

A.4 PRICE/COST SCHEDULE

Base Period: (Period of Performance: 6 months from Effective Date of Delivery Order)

Labor Category	Estimated No. of Hours	Fixed Loaded Rate	TOTAL
Partner		\$	
Senior Manager		\$	
Manager		\$	
Senior Advisor		\$	
TOTAL LABOR			
Travel (Not-To-Exceed) (Cost-Reimbursement)			

TOTAL PRICE FOR BASE PERIOD:

494,381

Option Period: (Period of Performance: 12-months)

Labor Category	Estimated No. of Hours	Fixed Loaded Rate	TOTAL
Partner		\$	
Senior Manager		\$	
Manager		\$	
Senior Advisor		\$	
TOTAL LABOR			
Travel (Not-To-Exceed) (Cost Reimbursement)			

TOTAL PRICE FOR OPTION PERIOD:

\$ 298,693

TOTAL PRICE FOR BASE PERIOD AND OPTION PERIOD:

\$ 793,075

Travel Costs - The government will pay upto the rates specified in the Government Federal Travel Regulation (FTR) for travel destinations. Hotel reservations will be made by the contractor and the contractor will be reimbursed for actual costs only. Back-up documentation/receipts must be included with the monthly invoice submission.

A.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$494,381. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$200,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. 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 shall increase 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.

B.1 STATEMENT OF WORK

SPEND ANALYSIS SERVICES

1.0 BACKGROUND

The Nuclear Regulatory Commission's (NRC) Office of the Executive Director for Operations (OEDO) and 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; and
- 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.

2.0 SCOPE OF WORK

The contractor shall provide the necessary qualified personnel, equipment, and management expertise to assist the NRC to: a) develop and implement an agency-wide approach to spend analysis and b) to conduct spend analysis on the agency's FY 08-FY10 spending data. This analysis will identify where/how agency procurement dollars are expended and inform agency approach to implement strategic sourcing activities.

3.0 OBJECTIVES

The NRC is seeking an experienced and reliable vendor of spend analysis solutions, focused on providing actionable, high quality service, and reports. The objective of this task order is to obtain services of a consultant to provide a solution to organize and analyze spend data on both goods and services, providing a complete and clear understanding of spend data at various levels of detail through comprehensive reports. Spend intelligence information will enable the NRC to identify immediate savings opportunities, enforce compliance, bring more spend under management, and develop and execute sourcing strategies. Activities will include:

- Identifying data sources
- Developing a data dictionary
- Map NRC data
- Provide recommendations for analysis metrics
- Perform Spend Analysis on agency FY 08-FY 10 spend data in the following categories:
 - Commercial contracts
 - Purchase Card
 - Interagency Agreements
 - DOE Laboratory Agreements
- Develop spend analysis reports

4.0 DESIRED OUTCOME

As a result of this effort, the contractor shall perform a review and implement a framework to perform regularly scheduled, ongoing agency spend analysis assessments, and conduct the initial analysis on FY 08-FY 10 data. The spend analysis tool will be stand-alone and will not require integration to any NRC information technology system. The contractor will propose a methodology for receipt of NRC data extracts. This methodology will be reviewed and coordinated with the NRC's Computer Security Office prior to implementation.

5.0 REQUIREMENTS

5.1 Project Planning

5.1.1 Requirement:

The contractor shall provide a draft project plan and an assessment approach for accomplishing the objectives to the project manager within two weeks after contract award. The contractor will brief the project manager (PM) on the approach, major milestones, estimated due dates, and obtain approval before proceeding.

5.1.2 Standard:

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

5.1.3 Deliverable:

A project plan and assessment approach that includes the agreed upon milestones and schedules for the NRC Spend Analysis Services.

5.1.4 Acceptance Criteria:

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

5.1.5 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. Additional meetings will be scheduled as necessary.

5.1.6 NRC Furnished Material and Equipment

- Guidance and/or Reference as needed

5.2 Spend Analysis Framework

5.2.1 Requirement:

The contractor shall develop necessary infrastructure and framework to implement and sustain routine spend analysis methodology at the NRC. Framework will incorporate United Nations Standard Products and Services Code (UNSPSC) Code Set (www.unspsc.org) and be compatible for future use with commercial-off-the-shelf automated spend analysis software tools available via Software-as-a Service (SaaS) providers. Contractor shall, identify data sources, conduct knowledge sharing sessions with data owners, develop a data dictionary, map NRC data to the data dictionary, recommend enabling data fields for post-Momentum implementation (such as categorization options), and recommend analysis metrics.

5.2.2 Standard:

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

5.2.3 Deliverables:

5.2.3.1 A final project plan and assessment approach that includes the agreed upon milestones and schedules for the NRC Spend Analysis Services.

5.2.3.2 Data Dictionary

5.2.3.3 Data transfer protocols

The project manager shall make suggestions and or revisions regarding the recommendations of the contractor.

5.2.4 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 developed. The report will be in Microsoft Word format. Both are due to the project manager by the due date established in the milestone schedule.

5.2.5 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 the contractor's initial findings. NRC management shall make suggestions and or revisions to the findings of the contractor.

5.2.6 NRC Furnished Material and Equipment

- o Guidance and/or Reference as needed

5.3 Spend Analysis Services

5.3.1 Requirement:

The contractor shall cleanse, normalize, validate, categorize and enrich NRC spend data. The vendor shall cleanse the spend data to detect, correct (or remove) corrupt or inaccurate records; normalize any inconsistencies in the data (e.g., different spellings, abbreviations of supplier names, differing does for the same items, etc.); and validate the data against standard definitions to make sure that it is valid, sensible and reasonable. The contractor shall then categorize the cleansed and normalized data according to a taxonomy that reflects the types of purchases that NRC makes in sufficient detail for the agency to make more informed business decisions enterprise wide. Data shall be enriched by identifying appropriate vendor groupings and commodity/service groupings. The Contractor shall use current NRC taxonomy along with the current stable version of the United Nations Standard Products and Services Code (UNSPSC), accurately categorizing the spend data to Level 4 (eight characters) of the UNSPSC. If the Contractor has developed a different taxonomy that is compatible with SaaS software tools, NRC may consider that as an alternative to the proposed UNSPSC taxonomy. The contractor shall identify any uncategorized items and allow NRC the opportunity to categorize them. The contractor shall provide classification of data that is accurate to a minimum of 90%.

5.3.2 Standard:

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

5.3.3 Deliverables:

- 5.3.3.1 The contractor shall present a summary level report on the cleansing, normalization, categorization, enrichment and validation actions taken.
- 5.3.3.2 The contractor shall provide the project manager with draft and final standardized reports of NRC spend and customized reports as requested in easy to understand formats such as summary tables and graphical dashboards. The reports will be in Microsoft office applications. The project manager shall make suggestions and or revisions regarding the format of the reports.
- 5.3.3.3 The contractor shall deliver a report identifying savings opportunities based on short/medium/long-term timeframes and a high-level implementation roadmap to achieving those savings.

5.3.4 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. The report will be in Microsoft Word format. Both are due to the project manager by the due date established in the milestone schedule. The contractor shall ensure that the presentation of data and its analysis is made only available to the NRC Strategic Acquisition Transformation Team (SATT) or other NRC staff specifically designated by the SATT. The data shall be protected from unauthorized access and disclosure.

5.3.5 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.

5.3.6 NRC Furnished Material and Equipment

The contractor will propose a methodology for receipt of NRC data extracts. This methodology will be reviewed and coordinated with the NRC's Computer Security Office prior to implementation.

NRC will provide Government-furnished information in the form of commercial, purchase card, interagency agreement and DOE laboratory agreement data. Data format and file type as mutually defined with the Contractor, will be determined post award. NRC will initially provide to the contractor commercial and purchase card data for FY 08-FY 10. Interagency agreement and DOE laboratory agreement data will be provided as available.

The parameters on commercial and purchase card data are indicated below:

Commercial Data

FY 08: Spend=\$201,136,339
of Transactions (rows of data)=2543
of Suppliers=735

FY 09: Spend=\$242,684,948
of Transactions (rows of data)=2963
of Suppliers=814

FY 10: Spend=\$178,071,372 (data as of 8/3/10)
of Transactions (rows of data)= 2141
of Suppliers=684

Purchase Card Data

FY 08: Spend=No data available
of Transactions (rows of data)=
of Suppliers=

FY 09: Spend=\$5,337,862 (\$159,745 issued on convenience checks)
(Data 12/08 thru 9/09 only)
of Transactions (rows of data)=7752 (267 convenience checks)
of Suppliers=2050 (194 convenience checks)

FY 10: Spend=\$5,150,268 (data as of 8/3/10)

of Transactions (rows of data)=7845 (296 convenience checks)

of Suppliers=1979 (197 convenience checks)

5.3.7 Additional Guidance and/or Reference as needed

5.4 OPTIONAL TASK (Option Year 1) – SPEND ANALYSIS DATA AND REPORTS

The contractor shall repeat the Spend Analysis for the next year which includes: cleanse, normalize, validate, categorize and enrich NRC spend data. The vendor shall cleanse the spend data to detect, correct (or remove) corrupt or inaccurate records; normalize any inconsistencies in the data (e.g., different spellings, abbreviations of supplier names, differing does for the same items, etc.); and validate the data against standard definitions to make sure that it is valid, sensible and reasonable. The contractor shall then categorize the cleansed and normalized data according to a taxonomy that reflects the types of purchases that NRC makes in sufficient detail for the agency to make more informed business decisions enterprise wide. Data shall be enriched by identifying appropriate vendor groupings and commodity/service groupings.

6.0 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 data necessary to perform the spend analysis. All other work shall be completed at the contractor's place of business.

7.0 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.

8.0 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
1.	Project Plan and Assessment Approach Presentation	5.2.4	4 weeks from contract award
2.	Project Plan and Assessment Approach Report	5.1.1 and 5.2.3.1	Draft: 2 weeks from contract award Final: 4 weeks from contract award
3.	Data Dictionary	5.2.3.2	Draft: To be proposed by Contractor Final: To be Proposed by Contractor
4.	Data Transfer Protocols	5.2.3.3	Draft: To be proposed by Contractor Final: To be Proposed by Contractor

5.	Spend Analysis Services Presentation	5.2.4	To be proposed by Contractor
6.	Data Cleansing, Normalization, Validation, Categorization and Enrichment Report	5.3.3.1	Draft: To be proposed by Contractor Final: To be Proposed by Contractor
7.	Standardized and Customized Reports	5.3.3.2	Draft: To be proposed by Contractor Final: To be Proposed by Contractor
8.	Report of Savings Opportunities and Implementation Roadmap	5.3.3.3	To be proposed by Contractor

*Deliverables for Option Year 1 will be determined at the time the Task is exercised.

TASK ORDER TERMS AND CONDITIONS**C.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20
Other Applicable Clauses**

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

C.2 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

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

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

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

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work

under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq., 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.3 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.4 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (July 2007)

The contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The contractor shall 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 10 years;

- (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years;
- (e) delinquency on any federal debts or bankruptcy in the last seven years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the pre-screening signed record or review shall 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 building 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 contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance 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.

A contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. *Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD-258 (Fingerprint Charts).* Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the *OPM Form 85P and the contractor's pre-screening record*. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the

possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The contractor shall immediately notify the PO when a contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

C.5 SAFETY ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

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

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

C.6 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Rickie Seltzer
Address: U.S. Nuclear Regulatory Commission
Professional Development Center
Mail Stop: GW-5-A1
Washington, DC 20555
Telephone Number: (301) 415-1728

(b) The project officer shall:

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

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

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

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

*To be incorporated into any resultant contract

C.7 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

C.8 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.

C.9 2052.215-70 KEY PERSONNEL (JAN 1993)

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

1. Linda Springer, Director
2. Paul Donato, Senior Manager
3. John Bloniarz, Executive Director

4. Herb Schul, Principal
5. Andrew Newsome, Senior

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.

C.10 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A 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 the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

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

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

C.11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

C.12 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed \$20,000 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

C.13 INVOICE SUBMISSION

Invoices shall be submitted to the following address:

Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver, CO 80235-2230

C.14 SEAT BELTS

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

C.15 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

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

C.16 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

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

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

C.17 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at:

http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

C.18 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

C.19 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters

ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing

Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. Labor Hour/Time and Materials Billing Instructions
2. Contract Security and/or Classification Requirements, Form 187

ATTACHMENT I

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

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.

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.

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

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 LLP
1101 NEW YORK AVENUE, NW
Washington, DC 20005

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

ED0-11-240

B. PROJECTED START DATE

10/15/2010

C. PROJECTED COMPLETION DATE

10/15/2011

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

23-10-246
NRC-DR-10-10-203

DATE

08/31/2010

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Contractor support for Implementation Assistance with Strategic Acquisition Methodology and Infrastructure

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
 NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

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

3. GENERATION OF CLASSIFIED MATTER

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION

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

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM

7. OTHER (Specify)

B. IS FACILITY CLEARANCE REQUIRED?

YES NO

C. 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.

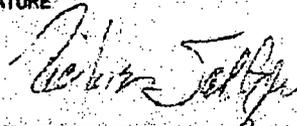
F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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 ON THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE Rickie Seltzer, Project Officer	SIGNATURE 	DATE 7/31/10
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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:

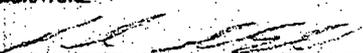
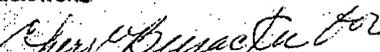
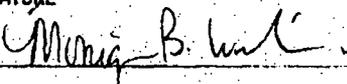
AUTHORIZED CLASSIFIER (Name and Title) DIVISION OF FACILITIES AND SECURITY

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 Nader Mamish, OEDO/AO	SIGNATURE 	DATE 7/31/10
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber, ADM/DFS	SIGNATURE 	DATE 9/10/10
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Monique B. Wilkins, Contracting Officer	SIGNATURE 	DATE 9/13/10

REMARKS