ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 39

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

1. DATE OF ORDER: 12/20/2013

2. CONTRACT NO. (If any): GS23F8152H

3. ORDER NO.: NRC-HQ-7N-14-T-0001

4. REQUISITION/REFERENCE NO.: CFO-14-0006

5. ISSUING OFFICE (Address correspondence to):
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: US NUCLEAR REGULATORY COMMISSION-
b. STREET ADDRESS: MAIL PROCESSING CENTER, 4930 BOILING BROOK PARKWAY
c. CITY: ROCKVILLE
d. STATE: MD
e. ZIP CODE: 20852
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: ERNST YOUNG LLP
b. COMPANY NAME:
c. STREET ADDRESS: 1101 NEW YORK AVENUE NW
d. CITY: WASHINGTON
e. STATE: DC
f. ZIP CODE: 200054213

8. TYPE OF ORDER
a. PURCHASE — 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.
X b. DELIVERY — 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: See Schedule

10. REQUISITIONING OFFICE: OFF OF THE CHIEF FINANCIAL OFFICER

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
a. SMALL | X b. OTHER THAN SMALL | c. DISADVANTAGED | d. WOMEN-OWNED | e. HUBZone | f. SERVICE-DISABLED VETERAN-OWNED | g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM | h. EDWOSB

12. F.O.B. POINT:

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): Multiple

16. DISCOUNT TERMS:

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)
	Accounting Info: 2014-X0200-FEEBASED-7N-7ND001-51-G-153-N7234-251A.					

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
17(h) TOTAL (Cont. pages): $0.00

21. MAIL INVOICE TO:
a. NAME: US NUCLEAR REGULATORY COMMISSION
b. STREET ADDRESS (or P.O. Box): ONE WHITE FLINT NORTH, 11555 ROCKVILLE PIKE, MAILSTOP O3-E17A
c. CITY: ROCKVILLE
d. STATE: MD
e. ZIP CODE: 20852-2738

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: $1,049,538.23

22. UNITED STATES OF AMERICA BY (Signature): 12/20/2013 Adelis M. Rodriguez

23. NAME (Typed): ADELIS M. RODRIGUEZ
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
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OPTIONAL FORM 347 (Rev. 2/2012)
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SUNSI REVIEW COMPLETE DEC 27 2013

TEMPLATE - ADM001

ADM002

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Contract No. GS23F8152H
Order No. NRC-HQ-7N-14-T-001

ADDITIONAL TERMS AND CONDITIONS

1. **CONTRACTOR ACCEPTANCE OF TASK ORDER**

Acceptance of this task order should be made by having an official, authorized to bind your organization, please sign one copy of this document in the space provided and return it via email to the Contracting Officer.

Accepted Task Order:

Linda Springer, Executive Director		12/20/13
Printed Name & Title	Signature	Date

2. **NRCB050 CONSIDERATION AND OBLIGATION-TASK ORDERS**

a. The ceiling of this order for services is $171,672.00.

b. This order is subject to the minimum and maximum ordering requirements set forth in the contract.

c. The amount presently obligated with respect to this order is $171,672.00. The obligated amount shall, at no time, exceed the order 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 order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

d. The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

3. **NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT**

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.

4. **NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on 12/20/2013 and will expire on 12/19/2014.

5. **NRCF010 PLACE OF DELIVERY-REPORTS**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

Electronic copies to: (COR) – (see Clause entitled: "Contracting Officer Representative") and Contracting Officer

6. **NRCG030 ELECTRONIC PAYMENT (SEP 2013)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System Award Management".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to: OCFO ObligationsResource@nrc.gov.

7. **2052.204-70 SECURITY. (OCT 1999)**

a. Security/Classification Requirements Form. 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

b. It is the contractor's duty to safeguard 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 safeguarding 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 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 upon completion or termination of this contract.

- The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

  i. Required after the completion or termination of the contract; and
  ii. (ii) Approved by the contracting officer.

- 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, proprietary data (trade secrets) 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 agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

e. Definition of National Security Information. As used in this clause, the term National Security Information 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. As used in this clause, the term Restricted Data 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 under to Section 142 of the Atomic Energy Act of 1954, as amended.

g. Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of

the Atomic Energy Act of 1954, as amended.

h. Security clearance personnel. 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.

i. Criminal liabilities. 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.)

j. 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.

k. In performing 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 under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

8. **2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

9. **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 itself 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.

g. Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

h. Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

i. Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

1. If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

2. Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

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:

Partner – John Short
Manager – John Zimmerman
IT Manager – Daniel Choi
Senior Auditor – Anna Rusakova
Senior IT Auditor – Jonathan Giguere
Auditor – Joseph Huynh

*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.

11. **2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)**

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

Name: Susan Jones
Address: US NRC
Mail Stop: TWFN 9 E2
Washington, DC 20555

Email: susan.jones@nrc.gov

Telephone Number: 301-415-6072

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:

- 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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

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

- Review and, where required by the contract, approve 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:

- Constitutes an assignment of work outside the general scope of the contract.

- Constitutes a change as defined in the "Changes" clause of this contract.

- 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.

- Changes any of the expressed terms, conditions, or specifications of the contract.

- 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 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 that 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 to the instruction or direction 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:

- Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- Assist the contractor in the resolution of technical problems encountered during performance.
- 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.

12. **NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

13. **NRCH470 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: http://pbadupws.nrc.gov/docs/ML1219//ML12191A130.pdf and the General Service Administration's (GSA) Green Procurement Compilation at: http://www.gsa.gov/portal/content/198257.

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

14. **NRCH440 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)**

In accordance with the Office of Management and Budget's guidance to Federal agencies and

the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

(1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only

release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

15. **NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS**

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (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 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. 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

16. **NRCH420 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)**

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

- Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- Removal from the space occupied
- Contract Termination

17. **NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

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

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

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

18. **NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

19. **NRCH370 SAFETY OF ON-SITE CONTRACTOR PERSONNEL**

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

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

The NRC Contracting Officer's Representative (COR) 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 Contracting Officer's Representative (COR) 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.

20. **NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

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 Form I-551 (Green Card), 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, http://www.uscis.gov/portal/site/uscis.

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.

21. **NRCH320A COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (ALTERNATE I)**

(a) NRC facilities may not be available due to (1) designated federal holiday, any other day

designated by federal statute, Executive Order, or by Presidential Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

N/A, labor hours type contract *

(c) The contractor shall not charge the NRC for work performed by on- site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

22. NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared N/A. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

23. **NRCH130 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION**

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690), codified at 21 U.S.C. 862, authorizes denial of Federal benefits such as grants, contracts, purchase orders, financial aid, and business and professional licenses to individuals convicted of drug trafficking or possession.

24. **NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY**

(a) The NRC will provide the contractor with the following items for use under this contract:

1. workstation

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number:[N/A], to contract/agreement number:[N/A]

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

25. **NRCH030 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (SEP 2013)**

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

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

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (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 (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) 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 employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, 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.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be

authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that 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/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the

NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that 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 NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR),

who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

26. **NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)**

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 employees, subcontractor employees, 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 (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (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 (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) 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 (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) 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 fourteen (14) calendar days of notification by DFS/PSB 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 access authorization 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 DFS/PSB. 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 DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

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 Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB 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 Standard Form 85 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 DFS/PSB 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 COR 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 COR will immediately notify DFS/PSB (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 COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

27. **52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect

as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clauses incorporated by reference:

52.227-14 RIGHTS IN DATA-GENERAL. (DEC 2007)

52.245-1 GOVERNMENT PROPERTY. (APR 2012)

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 30 days.

28. **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

29. **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 30 days prior to the expiration date.

30. **52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

31. **LIST OF ATTACHMENTS**

Attachment One - Statement of Work

Contract No. GS23F8152H
Order No. NRC-HQ-7N-14-T-001

Attachment Two - Pricing Schedule
Attachment Three – Signed NRC 187

TASK ORDER STATEMENT OF WORK
Financial Internal Controls Monitoring and Support

1. **PROJECT TITLE:** Financial Internal Controls Monitoring and Support

2. **BACKGROUND**

The U.S. Nuclear Regulatory Commission's (NRC) policy is to establish and maintain cost-effective internal control that reasonably ensures programs achieve their intended results; resources are used consistent with the agency mission; programs and resources are protected from fraud, waste, and mismanagement; laws and regulations are followed; and reliable and timely information is obtained, maintained, reported, and used for decision making. The Office of the Chief Financial Officer (OCFO) is responsible for coordinating agency wide internal control activities, training, and technical support to assist NRC managers in establishing, assessing, and improving financial internal controls.

OCFO has implemented the internal control assessment requirements under the revised Office of Management and Budget (OMB) Circular A-123, "Management's Responsibility for Internal Control," including internal control over financial reporting contained in Appendix A of the Circular. The implementation of OMB Circular A-123 including: revising NRC's Policies and procedures, conducting a full cycle of financial internal control reviews, reporting to OMB via the annual assurance statement on the status of internal control over financial reporting, and implementing a rotation plan for testing key processes.

The OMB Circular A-123 and appendices mandate agencies establish and maintain internal control concerning activities impacting agency financial statements. Due to the aforementioned OMB requirement, NRC seeks expert advice and assistance (Contractor support) in the annual assessment of internal controls to assure compliance with OMB Policies and procedures.

3. **SCOPE**

The Contractor shall provide ongoing internal control documentation and monitoring support in accordance with OMB Circular A-123, particularly Appendix A (Internal Control Over Financial Reporting).

4. **APPLICABLE DOCUMENTS AND STANDARDS**

The major guidance for this effort is OMB Circular A-123, specifically appendix A. Additional guidance includes, but is not limited to the following:
- Prompt Payment Act
- Anti-Deficiency Act

- Pay and Allowance System for Civilian Employees
- Budget Control Act of 2011 (Sequestration)
- Chief Financial Officers Act of 1990
- Consolidated and Further Continuing Appropriation Act of 2013 (Continuing Resolution)
- Debt Collection Improvement Act of 1996 (Per OMB 07-04)
- Federal Acquisition Regulations
- Federal Employees Compensation Act
- Federal Employees' Group Life Insurance Act of 1980
- Federal Employees' Health Benefits Act of 1959
- Federal Financial Management Improvement Act of 1996
- Federal Information Security Management Act of 2002
- Federal Managers' Financial Integrity Act of 1982
- Government Management and Reform Act of 1994
- Improper Payments Elimination and Recovery Act of 2010
- OMB Bulletin 07-04 and successor amendments, Audit Requirements for Federal Financial Statements
- OMB Circular A-11, Preparation, Submission and Execution of the Budget
- OMB Circular A-123, Management's Responsibility for Internal Control
- OMB Circular A-127, Financial Management Systems
- OMB Circular A-130, Management of Federal Information Resources
- OMB Circular A-136, Financial Reporting Requirements
- Single Audit Act

5. SPECIFIC TASKS

Task 1: Project Planning

1.1 Requirement: The Contractor shall submit a project plan to the NRC Contracting Officer's Representative (COR) for review within ten (10) working days of task order award that identifies major milestones and estimated due dates. Due dates for all tasks and deliverables shall be in accordance with the timelines established in the description of Tasks 1 - 6 below.

1.2 Deliverable(s): Project Plan delivered within ten (10) working days of task order award.

1.3 Acceptance Criteria: The final project plan will be approved by the COR. Required format is Microsoft Excel spreadsheet. The COR will have ten (10) working days to complete the review of the deliverable. The COR will accept or reject the deliverable in writing. In the event of the rejection of the deliverable, the COR, giving the specific reason(s) for rejection, will notify the Contractor in writing. The Contractor shall have five (5) working days to correct the rejected deliverable and return it to the COR.

1.4 Meetings and Travel: An initial project planning meeting will be held after task order award at the NRC headquarters building to discuss contents of the project plan.

1.5 NRC Furnished Material and Equipment: None

1.6 Additional Guidance and/or References: None

Task 2: Monitoring of Internal Control Corrective Actions

2.1 Requirement: The Contractor shall monitor the corrective action plans that were implemented by the Agency in response to recommendations from prior internal control reviews. The Contractor shall have access to these plans upon task order award. NRC has eleven (11) active corrective action plans in place in the financial area. The Contractor shall ensure that the corrective actions are appropriate and that they properly address the findings and recommendations of the prior internal control reviews. Monitoring shall include, but is not limited to, reviewing plans, testing of the corrective action plan, analyzing test results, and/or proposing further corrective actions.

2.2 Deliverable(s):

(1) Status updates and recommendations on corrective actions to be provided at the monthly Senior Assessment Team (SAT) meetings.

(2) If requested by the COR at the monthly SAT meetings, the Contractor shall within ten (10) working days of the request, provide brief, written recommendations on additional corrective action plan issues identified during the monthly SAT meeting.

2.3 Acceptance Criteria: Monitoring and recommendations should reflect best practices in the industry for evaluating the adequacy of internal controls and for testing. Written recommendations shall be submitted in Microsoft Word format electronically to the COR. The COR will have ten (10) working days to complete his/her review of the deliverable. The COR will accept or reject the deliverable in writing. In the event of the rejection of the deliverable, the COR, giving the specific reason(s) for rejection, shall notify the Contractor in writing. The Contractor shall have five (5) working days to correct the rejected deliverable and return it to the COR.

2.4 Meetings and Travel: Status updates and written recommendations to be provided at the monthly SAT meetings.

2.5 NRC Furnished Material and Equipment: Corrective action plans to be provided to Contractor within ten (10) working days of task order award.

2.6 Additional Guidance and/or References: Additional testing may result from Contractor findings, but shall not be undertaken without prior written COR approval. Monitoring of actions from prior reviews may occur in the task order option periods, if exercised.

Task 3 - Internal Control Reviews

3.1 Requirement: The Contractor shall conduct internal control reviews in accordance with OMB circular A-123, "Management's Responsibility for Internal Control," particularly Appendix A. The internal control reviews shall be conducted on an annual basis, testing five (5) processes each year. The processes to be tested will be determined by the results of the prior internal control reviews conducted for the nine (9) business processes, and any additional processes as required by OMB, including additional financial reporting requirements. The

Contractor shall also conduct internal control reviews in accordance with OMB circular A-123, "Management's Responsibility for Internal Control" in areas targeted for out-of-cycle reviews due to special circumstances (e.g. management concerns, audit findings).

3.2 Deliverable(s)

(1) The Contractor shall develop a review and testing plan for each of the nine (9) business processes being assessed and deliver the plans in accordance with the project plan delivery date.

(2) Upon completion of the reviews and testing, the Contractor shall provide an Internal Controls Report to COR that documents the findings and provides appropriate recommendations on how to correct the weaknesses. Unless a different time frame is agreed upon between the Contractor and the COR, the Contractor shall deliver for COR comment a draft report ten (10) working days after the reviews and testing are completed. The final report shall be delivered ten (10) working days after the Contractor has received the COR's comments.

3.3 Acceptance Criteria:

1. The review and testing plans are to be prepared using Microsoft Office software and submitted electronically to the COR. The review and testing plans are subject to the approval of the COR.

2. The draft and final Internal Controls Report are to be prepared using Microsoft Office software and submitted electronically to the COR. The final report is subject to the approval of the COR.

3. The work papers used in the test work and the final report shall be provided on disk at the conclusion of the assessment.

For both the review and testing plans and the Internal Controls Report the COR will have ten (10) working days to complete his/her review of the deliverable. The COR will accept or reject the deliverable in writing. In the event of the rejection of the deliverable, the COR, giving the specific reason(s) for rejection, shall notify the Contractor in writing. The Contractor shall have five (5) working days to correct the rejected deliverable and return it to the COR.

3.4 Meetings and Travel: Reviews will be discussed at the weekly status meetings. Conference calls may be held between the status meetings should the process or findings of the internal control reviews require them.

3.5 NRC Furnished Material and Equipment: The specific format requirements for the review and testing plans will provided to the Contractor upon task order award.

3.6 Additional Guidance and/or References: The COR shall provide direction on which reviews the Contractor shall perform. These reviews may require the Contractor to provide written recommendations to the COR for improvements to internal controls.

Task 4 - Internal Control Documentation and policy Guidance

4.1 Requirement: As gaps in documentation are identified, the Contractor shall prepare and update process narratives and flowcharts with input from the COR and NRC business process owners. Such documentation shall follow OMB Circular A-123 and conform to NRC Policies and procedures. The preparation and updates to process narratives and flowcharts is to ensure NRC is in compliance with federal rules and regulations. The NRC guidance is primarily contained in Management Directive 4.4 available at (http://pbadupws.nrc.gov/docs/ML1031/ML103140322.pdf) and the associated Handbook. As part of performing the internal control reviews, the Contractor shall prepare and update process narratives and flowcharts and make recommendations to NRC on appropriate revisions to NRC guidance and policies with regard to internal control, particularly internal control over financial reporting.

4.2 Deliverable(s): The Contractor shall update the process narratives and flowcharts and make written recommendations. The recommendations shall be briefed at the weekly status update meetings.

4.3 Acceptance Criteria: The recommendations shall be compiled into a brief Word document explaining the findings and recommended changes to policy or guidance documents within (5) working days of the COR request. The COR will have ten (10) working days to complete the review of the deliverable. The COR will accept or reject the deliverable in writing. In the event of the rejection of the deliverable, the COR, giving the specific reason(s) for rejection, shall notify the Contractor in writing. The Contractor shall have five (5) working days to correct the rejected deliverable and return it to the COR.

4.4 Meetings and Travel: Recommendations will be discussed at the weekly status meetings.

4.5 NRC Furnished Material and Equipment: NRC will provide the Contractor with electronic and/or hard copies of the process narratives Directive and other policy documents for review.

4.6 Additional Guidance and/or References: None

Task 5 - Advice and Guidance on Matters Relating to Internal Controls

5.1 Requirement: The Contractor shall advise the NRC concerning the effects of new and emerging issues on internal controls.

5.2 Deliverable(s): As part of performing the internal control reviews, the Contractor shall advise NRC on emerging issues, as needed. Advice shall be provided at the weekly status update meetings. The Contractor shall make written recommendations on the issues, if needed, as part of the reporting process for internal control reviews.

5.3 Acceptance Criteria: The recommendations shall be compiled into a brief Word document explaining the findings and recommended changes to policy or guidance documents. The COR will have ten (10) working days to complete his/her review of the deliverable. The COR

will accept or reject the deliverable in writing. In the event of the rejection of the deliverable, the COR, giving the specific reason(s) for rejection, shall notify the Contractor in writing. The Contractor shall have five (5) working days to correct the rejected deliverable and return it to the COR.

5.4 Meetings and Travel: Recommendations shall be provided at the weekly status meetings.

5.5 NRC Furnished Material and Equipment: NRC will provide the Contractor with copies of policy documents for review.

5.6 Additional Guidance and/or References: None

Task 6 - Weekly Status Meetings, Monthly SAT Meetings and Monthly Project Status Reports

6.1 Requirement: The Contractor shall meet with the COR on a weekly basis on-site at NRC headquarters. The meetings shall discuss the status of all corrective action plan monitoring, ongoing internal control reviews, policy findings, and other items relevant to internal controls. The Contractor shall attend monthly SAT meetings with NRC senior managers to present the status. In addition, the Contractor shall provide brief, written monthly reports on the progress and status of all internal control reviews, recommendations, monitoring of corrective action plans, or other activities. The monthly reports shall be provided to the COR three (3) working days prior to the monthly SAT meetings.

6.2 Deliverable(s):

(1) Weekly on-site status meetings at NRC Headquarters;
(2) Monthly Senior Assessment Team (SAT) status meetings; and
(3) Monthly Status Reports

6.3 Acceptance Criteria: Status update reports shall be prepared in Microsoft Office format(s). The monthly status report shall show the status of all corrective action plans, internal control reviews and other ongoing work. The monthly status report shall be provided via e-mail to the COR and the CO by the 15th of each month.

6.4 Meetings and Travel: Weekly, on-site meetings at NRC headquarters and monthly SAT meetings at NRC headquarters. The Contractor shall not be reimbursed for local travel when commuting from Contractor facility to NRC facility for these meetings. No additional travel is anticipated.

6.5 NRC Furnished Material and Equipment: None

6.6 Additional Guidance and/or References: None

6. DELIVERABLES AND DELIVERY SCHEDULE

Task and Deliverable	Due Date
Task 1 – Project Planning: • Deliverable: Project Plan	• Within ten (10) working days of task order award
Task 2 – Monitoring of Internal Control Corrective Actions: • Deliverable: Status Updates and Written Recommendations on Corrective Actions • Deliverable: Written Recommendations on Additional Corrective Plan Issues Identified at Monthly Meetings	• Monthly, as scheduled by the COR, throughout task order period of performance • Within ten (10) working days of COR request
Task 3- Internal Controls Reviews: • Deliverable: Review and Testing Plans for Nine (9) Business Processes • Deliverable: Internal Controls Draft Report • Deliverable: Internal Controls Final Report	• Delivered in accordance with due date established in Project Plan (TBD) • Within ten (10) workings days of completion of the reviews and testing • Within ten (10) workings days of receipt of COR comments on the draft report
Task 4 – Internal Control Documentation and Policy Guidance: • Deliverable: Update Process Narratives and Provide Written Recommendations for the Process Narratives	• Completed within five (5) working days of COR request and briefed at the weekly status meetings
Task 5 – Advice and Guidance on Matters Relating to Internal Controls • Deliverable: Written Recommendations on Emerging Issues	• As requested by COR
Task 6 – Weekly and Monthly Status Meetings and Monthly Status Report: • Deliverable: Weekly On-site Status Meetings • Deliverable: Monthly Senior Assessment Team (SAT) Meetings • Deliverable: Monthly Status Report	• Weekly, as scheduled by the COR, throughout the task order period of performance • Monthly, as scheduled by the COR, throughout the task order period of performance • Monthly, as scheduled by the COR, throughout the task order period of performance

7. EXPECTED LABOR CATEGORIES

It is expected that the following labor categories shall be required under this order (1) partner, (2) manager, (3) IT manager, (4) senior auditor, (5) senior IT auditor, and (6) auditor. The Contractor shall provide personnel that meet the minimum qualifications stated below.

A. Partner. The partner shall possess a four-year degree in Accounting and shall be a Certified Public Accountant. The partner shall have ten years of experience in auditing, including experience in assessing internal controls, of which five years should have been gained in Federal Government Auditing.

B. Manager. The manager shall possess a four-year degree in Accounting and shall be a Certified Public Accountant. The manager shall have five years of experience in auditing, including experience in assessing internal controls, of which three years should have been gained in Federal Government Auditing.

C. IT Manager. The IT manager shall possess a four-year degree in Accounting or Information Systems and should be a Certified Information System Auditor. The IT manager shall have five years of experience in auditing, including experience in assessing information systems internal controls, of which three years should have been gained in Federal Government Auditing. In addition, the IT manager shall have experience in testing or evaluating financial systems.

D. Senior Auditor. The senior auditor shall possess a four-year degree in Accounting. The senior auditor shall have three years of experience in auditing, including experience in assessing internal controls, of which two years should have been gained in Federal Government Auditing.

E. Senior IT Auditor. The senior IT auditor shall possess a four-year degree in Accounting or Information Systems. The senior IT auditor shall have three years of experience in information systems auditing, including experience in assessing information systems internal controls, of which two years should have been gained in Federal Government Auditing. In addition, the senior IT auditor shall have experience in testing or evaluating financial systems.

F. Auditor. The auditor shall possess a four year degree in Accounting and shall have one year experience in auditing, including experience in Federal Government Auditing.

8. GOVERNMENT-FURNISHED PROPERTY

Government furnished property will not be used for this effort. However, Government furnished information will be provided to the Contractor for use in performing this effort, as referenced in the Sections entitled "NRC Furnished Material and Equipment", as applicable, under the various tasks.

9. PLACE OF PERFORMANCE

Work for this task order shall be performed primarily at the Contractor's site, using email, telephone, conference calls, and similar means to accomplish routine contacts with NRC staff. On occasion, the work will require the Contractor's staff to be on site at NRC Headquarters in Rockville, Maryland. This shall include the periods of time when Contractor staff are gathering internal controls information from NRC staff, when testing internal controls, or when access to

a particular IT system is necessary. For those requirements, NRC will provide access to the staff and IT systems necessary to complete the work. The Contractor shall inform the COR five (5) working days in advance when such requirements are going to occur.

In addition, Contractor staff shall be expected to meet with the COR on a weekly basis and attend monthly SAT status meetings on site at NRC headquarters.

Contract No. GS23F8152H
Order No. NRC-HQ-7N-14-T-001
Attachment Two
Price Schedule

Base Year: 12/20/13-12/19/14					
CLIN	NRC Labor Category	GSA Labor Category	Fixed Hourly Rates	Estimated Hours	Total
001	Partner	Partner / Principal / Executive Director	[redacted]		
002	Manager	Senior Manager			
003	IT Manager	Manager			
004	Senior Auditor	Senior			
005	Senior IT Auditor	Senior			
006	Auditor	Staff			
Total Base Year					**$171,672.00**
Option Year 1: 12/20/14-12/19/15					
	NRC Labor Category	GSA Labor Category	Fixed Hourly Rates	Estimated Hours	Total
007	Partner	Partner / Principal / Executive Director	[redacted]		
008	Manager	Senior Manager			
009	IT Manager	Manager			
010	Senior Auditor	Senior			
011	Senior IT Auditor	Senior			
012	Auditor	Staff			
Total Option Year 1					**$214,590.00**
Option Year 2: 12/20/15-12/19/16					
	NRC Labor Category	GSA Labor Category	Fixed Hourly Rates	Estimated Hours	Total
013	Partner	Partner / Principal / Executive Director	[redacted]		
014	Manager	Senior Manager			
015	IT Manager	Manager			
016	Senior Auditor	Senior			
017	Senior IT Auditor	Senior			
018	Auditor	Staff			
Total Option Year 2					**$214,590.00**

Option Year 3: 12/20/16-12/19/17					
	NRC Labor Category	GSA Labor Category	Fixed Hourly Rates	Estimated Hours	Total
019	Partner	Partner / Principal / Executive Director	[redacted]		
020	Manager	Senior Manager			
021	IT Manager	Manager			
022	Senior Auditor	Senior			
023	Senior IT Auditor	Senior			
024	Auditor	Staff			
Total Option Year 3					**$221,027.70**
Option Year 4: 12/20/17-12/19/18					
	NRC Labor Category	GSA Labor Category	Fixed Hourly Rates	Estimated Hours	Total
025	Partner	Partner / Principal / Executive Director	[redacted]		
026	Manager	Senior Manager			
027	IT Manager	Manager			
028	Senior Auditor	Senior			
029	Senior IT Auditor	Senior			
030	Auditor	Staff			
Total Option Year 4					**$227,658.33**
Total including all options					**$1,049,538.03**

NRC FORM 187
(7-2008)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)
CFO-13-067

B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE
11/1/2013	10/31/2018

2. TYPE OF SUBMISSION
- [x] 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
[ ]	NRC-HQ-11-F-09-0001	10/31/13

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Financial Internal Controls Monitoring and Support

Provide OCFO with assistance in internal controls documentation and monitoring in accordance with OMB Circular A-123, Appendix A (Internal Control over Financial Reporting)

5. PERFORMANCE WILL REQUIRE
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION
- [ ] YES (If "YES," answer 1-7 below)
- [x] 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 INFORMATIONS.	[ ]	[ ]	[ ]	[ ]	[ ]
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 [x] NO

C. [ ] UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. [x] ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. [x] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

G. [ ] REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

H. [ ] WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

I. [ ] REQUIRED TO CARRY FIREARMS.

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.

Option Year 3: 12/20/16-12/19/17					
	NRC Labor Category	GSA Labor Category	Fixed Hourly Rates	Estimated Hours	Total
019	Partner	Partner / Principal / Executive Director	$154.50	74	$11,433.00
020	Manager	Senior Manager	$123.60	210	$25,956.00
021	IT Manager	Manager	$123.60	170	$21,012.00
022	Senior Auditor	Senior	$92.70	798	$73,974.60
023	Senior IT Auditor	Senior	$92.70	380	$35,226.00
024	Auditor	Staff	$66.95	798	$53,426.10
Total Option Year 3					**$221,027.70**
Option Year 4: 12/20/17-12/19/18					
	NRC Labor Category	GSA Labor Category	Fixed Hourly Rates	Estimated Hours	Total
025	Partner	Partner / Principal / Executive Director	$159.14	74	$11,755.99
026	Manager	Senior Manager	$127.31	210	$26,734.68
027	IT Manager	Manager	$127.31	170	$21,642.36
028	Senior Auditor	Senior	$95.48	798	$76,193.84
029	Senior IT Auditor	Senior	$95.48	380	$36,282.78
030	Auditor	Staff	$68.96	798	$55,028.88
Total Option Year 4					**$227,658.33**
Total including all options					**$1,049,538.03**

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
Susan Jones, COR		7/8/13

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 Gordon Peterson, Acting Controller OCFO	SIGNATURE	DATE 7/8/13
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Mary Jane Ross-Lee	SIGNATURE	DATE 8/20/13
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) James Corbett	SIGNATURE	DATE 10/2/13

REMARKS