

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 21

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

BPA NO

1. DATE OF ORDER 3-1-2013		2. CONTRACT NO. (If any) GS23F8150H		6. SHIP TO:	
3. ORDER NO. NRC-HQ-13-F-09-0001		4. REQUISITION/REFERENCE NO. CFO-13-027		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharon M. Lim Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR DEVA & ASSOCIATES, P.C.		DUNS: 789017506 DUNS+4:		8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1901 RESEARCH BLVD				REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ROCKVILLE	e. STATE MD	f. ZIP CODE 208506120		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 B&R: 2013-7N-51-G-153, Job Code: N7475, BOC: 252A, Appropriation No: 31X0200, Obligate: \$755,000.00 NAICS: 541219 DUNS: 789017506 Commitment No: 13-12-94		10. REQUISITIONING OFFICE CFO			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination	N/A		04/30/2014	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The U.S. Nuclear Regulatory Commission hereby awards a hybrid (Firm-Fixed Price and Labor Hour) task order entitled "Financial Operations Services" to be performed in accordance with the attached Statement of Work.</p> <p>The task order consists of a twelve-month Base Year and four twelve-month Option Years.</p> <p>Base Year Period of Performance: 5/1/13 - 4/30/14 Total Period of Performance (including Base and Four Options): 5/1/13 - 4/30/18 Base Year Ceiling: \$2,371,200.00 Total Ceiling (including Base and Four Options): \$12,715,675.56 Current Obligation: \$755,000.00</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO:					
	a. NAME Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov					
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		PHONE: FAX:			
	c. CITY Denver	d. STATE CO	e. ZIP CODE 80225-2230		17(h) TOTAL (Cont. pages)	
					17(i) GRAND TOTAL	

SUNSI REVIEW COMPLETE

22. UNITED STATES OF AMERICA

BY (Signature)
TEMPLATE - ADM001

Sheila Bumpala

23. NAME (Typed)
Sheila Bumpala
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

MAR 12 2013

ACCEPTANCE:

J. K. Dyer

Signature

2-27-2013

Date

President

Title

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TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 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):

52.245-1
52.227-14

GOVERNMENT PROPERTY
RIGHTS IN DATA--GENERAL

APR 2012
DEC 2007

A.2 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 2011)

(a) The ceiling of this order for services is \$12,715,675.56 (inclusive of all Options).

(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 \$755,000.00. 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.

A.3 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

The Base Year of this order shall commence on May 1, 2013 and will expire on April 30, 2014.

Option Year One: May 1, 2014 through April 30, 2015

Option Year Two: May 1, 2015 through April 30, 2016

Option Year Three: May 1, 2016 through April 30, 2017

Option Year Four: May 1, 2017 through April 30, 2018

A.4 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.

A.5 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 prior to expiration; 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.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

A.6 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.

A.7 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: John Walker

Address: U.S. Nuclear Regulatory Commission
Mail Stop T9-E2
Washington, DC 20555-0001

Telephone Number: (301) 415-7575

Email: john.walker@nrc.gov

- (b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

*To be incorporated into any resultant contract

A.8 PLACE OF DELIVERY--REPORTS (AUG 2011)

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

Electronic copies to: John Walker (COR)
John.walker@nrc.gov

Sharon M. Lim (Administrative Contracting Officer)
Sharon.lim@nrc.gov

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

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

Partner/Project Director
Manager/Supervisor
Accounting Technician

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

A.10 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Support 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 – task order has option years). 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.

A.11 ELECTRONIC PAYMENT (AUG 2011)

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- Central Contractor Registration".

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 the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

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

A.12 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (AUG 2011)

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

1. Workstations
2. Computers / keyboards / monitors
3. Telephones

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:GS23F8150H:

- 1.
- 2.
- 3.

(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.

A.13 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

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.

A.14 2052.204.70 SECURITY (MAR 2004)

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

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against

sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

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

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

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

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

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

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

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

(j) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

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

A.15 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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

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

A.16 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (AUG 2011)

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.

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify 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 Contracting Officers Representative (COR) for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

A.17 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

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, OUC-Allegation information or OUC-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 481 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.

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 favorable 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 non-continuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to the NRC PO who will then provide them 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 favorable 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 non-continuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, through the NRC Contracting Officer's Representative (COR) 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.

A.21 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the 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 situations which pose an immediate health or safety threat to employees (e.g., water emergency)).

(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.

A.22 SAFETY OF ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

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.

A.23 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2011)

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

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

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

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

A.24 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (AUG 2011)

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.

A.25 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)

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>

A.26 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

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

A.27 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

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.

4.28 PROCESS EFFICIENCY DISCOUNT

In the event that the Contractor is allowed to streamline NRC processes under the task order to achieve processing efficiencies, and the resultant efficiencies lead to a reduction in the number of full time equivalent (FTE) positions in the for accounting technician and accounting clerk positions from those proposed, the Contractor shall share the saving with the Government. The Contractor shall share 50% of any resultant savings with the Government up to a maximum of 5% of the total value of the task order (Base Period and any Option Periods that have been exercised). The savings shall be provided as a separate line item credit to the monthly invoice.

A.29 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.

(n) 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 therefore (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.

A.30 FSS CONTRACT LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to this task order award. Any unique terms and conditions of this task order that are not part of the applicable FSS contract will take precedence and will govern. In the event of an inconsistency between the terms and conditions of the task order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

A.31 LIST OF ATTACHMENTS

- Attachment One – Statement of Work
- Attachment Two – Pricing Schedule
- Attachment Three – Billing Instructions (Firm-Fixed Price)
- Attachment Four – Billing Instructions (Labor Hour)
- Attachment Five – Contractor Security Plan
- Attachment Six – NRC Form 187 – Contract Security and/or Classification Requirements

STATEMENT OF WORK

Financial Operations Services

1.0 Background

The Nuclear Regulatory Commission (NRC), in support of its mission, engages in various financial operations activities in acquiring goods and services, authorizing travel, issuing grants, managing accounts receivable, etc. Purchasing goods and services results in procurement – payment activity starting with the issuance of procurement documents followed by receipt and payment for goods and services. The NRC authorizes and pays for employee and non-employee travel for various purposes. The NRC recovers approximately 90 percent of its budget through billing annual license fees as well as charging fees for services rendered such as inspections and other activities. The Office of the Chief Financial Officer (OCFO), Division of the Controller (DOC), NRC, is responsible for providing the financial operations services to the NRC for these activities.

The OCFO/DOC requires a Contractor to provide support for the following financial operations services: recording of obligation transactions; commercial and intergovernmental payments; temporary duty (TDY) and change of station (COS) travel payments; billing and collection of accounts receivable; debt management; recording of the transactions related to these financial activities in the NRC core accounting system; providing reports of the activities; and, providing work progress reports.

In carrying out these activities, the NRC and its Contractor shall comply with the following Federal requirements: Federal Travel Regulation (FTR); the Federal Acquisition Regulation (FAR); Prompt Payment Regulation (5 CFR 1315); Improper Payments Information Act of 2002; Improper Payments Elimination and Recovery Act (IPERA); Debt Management Act; and, the Federal Claims Collections Standards. The NRC and its Contractor shall maintain a system of internal controls, especially proper separation of duties, relative to payments, obligations, travel, and debt collection. As part of internal controls, the NRC establishes internal policies and procedures that guide the activities of each task.

2.0 Objective

The objective of this acquisition is to obtain the services of a Contractor to perform the following activities for the NRC: recording obligations for acquisitions (contracts, purchase orders, interagency agreements, grants, etc.); processing commercial and intergovernmental payments; processing temporary duty (TDY) and change of station (COS) travel payments; billing and collection of accounts receivable; debt management; recording of the transactions related to these activities in the NRC core accounting system; providing reports of the activities; and, providing work progress reports.

3.0 Scope of Work

The general financial services required are ongoing and an integral part of the NRC financial operations. They shall be performed on a daily basis. Accuracy, timeliness and deadlines for

completing the work are critical metrics that shall be met for all tasks. Guidance on how to perform the services is well-defined and consists of laws, regulations, policies and procedures. Performance shall be on-site at the NRC HQ OCFO location in Rockville, MD. The OCFO staff are subject matter experts and they will be available to help train Contractor staff, resolve issues, and answer operational questions. The effort requires the use of government-wide and NRC financial systems.

The Contractor shall provide qualified, experienced personnel and management to meet the requirements and perform the tasks listed in the statement of work. Contractor managers shall need to interact daily with NRC subject matter experts to develop the expertise necessary to perform the work. The Contractor shall interact with NRC staff on a routine basis in order to accomplish the work. The Contractor shall make the OCFO Project Officer aware of any problems that may arise in the course of daily business.

The work is continuous with large volumes that require timely processing. Accuracy is also a key element of performance. The work shall be done in compliance with all applicable laws, regulations, policies and procedures. Performance metrics are established and described in Attachment A.

4.0 Specific Tasks

The Contractor shall provide qualified personnel to complete the component tasks described below in accordance with this Statement of Work (SOW). This task order will be issued as a hybrid with both firm-fixed price and labor hour line items.

Recording Transactions: For each of the tasks listed, activities resulting in accounting transactions shall be recorded into the NRC core financial system (CGI's Momentum Federal Financials). NRC's core financial system is known as the Financial and Accounting Integrated Management Information System (FAIMIS). The NRC will provide training in the use of the core financial system.

Government-wide Systems, Knowledge & Training: In order to perform the tasks, the Contractor shall use government-wide financial systems as set forth in Attachment B. The Contractor shall have knowledge of systems, regulations and internal controls as stated in Attachment B. The Contractor shall develop an understanding of the NRC internal policies and procedures surrounding the activities of each task.

Reports: For each of the tasks listed, weekly and/or monthly activity reports are required to be delivered to the Contracting Officer's representative (COR) within timeframes indicated.

Performance Metrics: For each of the tasks listed, performance metrics are indicated that the Contractor is required to meet. All of the work is time-sensitive and tasks shall be completed within well-defined time frames. If metrics for tasks are assigned a percentage of the Allocation Pool (see Attachment A) are not met, then financial penalties will be assessed against the monthly invoice in which a metric(s) is not met in accordance with Attachment A.

Transition: It is anticipated that a transition period will be required to become fully operational. The first part of the transition period will consist of obtaining security clearance of contractor staff

to enable staff to work on-site at the NRC location and access automated systems. The second part of the transition will consist of on-site training of contractor personnel (as necessary), the transfer and disposition of paper-based and electronic documents, and the final "hand-off" of responsibility for performing the work from the current provider to the contractor. In order to provide sufficient time for contractor personnel to complete the security clearance process, it is anticipated that the start work date will commence two months after the award date.

Records Maintenance: The Contractor shall maintain all financial transactions and supporting documentation electronically within FAIMIS in accordance with National Archives and Records Administration (NARA) standards. Electronic documents and approvals shall be stored and associated the transaction in FAIMIS in accordance with OCFO procedures. Contractor shall scan (if paper) all documents (PDF) and store the electronic images associated with the transaction in FAIMIS in accordance with OCFO procedures. Paper copies of all documents shall be disposed of after scanned images are checked for correctness and completeness. Paper copies of documents shall be disposed of in special receptacles designated for disposal of sensitive materials. Documents shall be scanned and images placed in FAIMIS at the same time the transaction is recorded, but no later than one (1) business day thereafter.

Inquiries: The Contractor shall receive and respond to inquiries from vendors, contractors, other Federal agencies, travelers, licensees, NRC staff, etc., and resolve questions concerning obligations, payments, intergovernmental transactions, billing, travel, etc., within three (3) workdays of receiving the inquiry.

Audit Support: The Contractor shall support audit requests by providing copies of requested documents to the designated auditors within the timeframe specified by the auditors.

4.1 Record Obligation Transactions

Obligation transactions result from the issuance of procurement documents such as purchase orders (PO), contracts, grants, interagency agreements (IAA), etc., as well as non-employee travel authorizations and employee change of station (COS) travel. The Contractor shall receive these documents and record an obligation accounting transaction in FAIMIS as an encumbrance of funds. In execution of this task, the Contractor shall ensure proper internal controls and segregation of duties.

The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Receive and date stamp the obligating documents that shall be the basis for recording the obligation transaction.
2. Record (enter) the obligation transaction in the FAIMIS from the paper document.
3. Check the entry for correctness.
4. Electronically scan the paper documents and store (file) the images in FAIMIS in accordance with OCFO procedures (this will allow the document to be accessed through FAIMIS for future reference - see Records Maintenance).

4.2 Process Commercial Invoices for Payment

The NRC/OCFO receives invoices from non-Federal entities (non-government vendors and contractors) that provide goods and/or services to the NRC. These goods and/or services are

provided in accordance with previously issued acquisition documents such as contracts and purchase orders (obligating documents). The NRC and its Contractor shall comply with paying invoices in accordance with the Prompt Payment Regulations (5 CFR 1315).

Abbreviations used herein: Contracting Officer's Representative (COR) and Contracting Officer (CO).

The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Receive electronic or paper invoices (date stamp paper invoices, electronic invoices have system date) - the date shall be the basis for payment timeliness in accordance with the Prompt Payment Regulations.
2. Scan all paper invoices as PDF documents (see Records Maintenance below).
3. Perform an initial audit check of each invoice to determine if the invoice is proper: (1) ensure that each obligation is sufficiently funded for invoice payment at time of receipt of invoice, (2) determine if the period of performance has expired, (3) check calculations, (4) match items billed with the acquisition document, and, (5) check for any other issue that would prevent timely payment.

NOTE: If the initial audit check identifies a problem with any of the initial invoice checks, such that the invoice is deemed improper, the Contractor shall reject the invoice and return the invoice to the vendor within 7 days of receipt. The Contractor shall also provide the reason(s) why the invoice was rejected to the vendor. On a case by case basis, if the Contractor determines that an invoice is improper, the Contractor shall reject and return the invoice to the vendor within 7 days of receipt along with a justification of why the invoice is being rejected. In these instances the Contractor is not required to notify the COR and CO of the rejection.

4. Email the electronic version of the invoice and attachments to the appropriate COR and request COR approval (receiving report) within seven (7) calendar days to pay the invoice in full, or as adjusted by the COR. For contractual vehicles (contracts, purchase orders, task orders, delivery orders) valued at over \$25,000 only – also send a copy to the contracting officer (CO) at the same time that the invoice is sent to the COR.

NOTE: The Contractor shall complete the initial invoice check (item 3) and routing of the invoice (item 4) to the COR, with copy to the CO, (if applicable) within two (2) business days of receipt of the invoice.

5. If invoice approval is not received within the required time period, send a follow-up email notice to the COR and CO (if applicable) at every three (3) day interval thereafter, starting with the second notice also send a copy of the follow-up email to the designated manager within the COR's office.

NOTE: The COR will send his/her approval of the receiving report to the CO for the CO to provide his/her approval. The COR will also send a courtesy copy of his/her approval to the Contractor, so the Contractor knows which approval is completed and which is pending. The CO will then send report with both approvals back to the contractor for payment.

6. Send an email, for contractual vehicles (contracts, purchase orders, task orders, delivery orders) valued at over \$25,000 only, after the COR submits his/her approval to the CO, and request CO approval within three (3) calendar days to pay the invoice.
7. Send a follow-up email notice, for contractual vehicles (contracts, purchase orders, task orders, delivery orders) valued at over \$25,000 only, to the CO at every two (2) day interval after COR approval is received, starting with the second notice send a copy of the follow-up email to the Division of Contracts, Office of Administration supervisor (Branch

Chief) of the CO.

8. Send copies of all follow-up notices to the designated staff person of the Payroll and Payments Branch, Division of the Controller, OCFO.
9. Once approved by both the COR and CO, perform a final pre-payment audit check of each invoice – check calculations, note COR/CO invoice deductions, if any, and determine the amount to be paid.
10. Pay the invoices by processing a FAIMIS payment transaction for an Electronic Funds Transfer (EFT), after receipt, and in accordance with, the amount approved by the COR, and the CO.

NOTE: The Contractor shall complete the final invoice check (item 9) and pay the invoice (item 10) within two (2) business days of receipt of the COR (and CO, if applicable) approval(s).

11. Attach the electronic receiving reports completed by the COR and CO to the FAIMIS payment transaction at the time the transaction is recorded.

For contractual vehicles under \$25,000, only one approval on a receiving report from the designated NRC receiving agent, as indicated on the purchasing document, is necessary for full or partial payment of the invoice.

The Contractor shall track this process for management reporting and determining the party responsible for lateness.

IRS Forms: The Contractor shall prepare and mail IRS Form-1099s for NRC commercial vendors and individuals in accordance with IRS requirements and deadlines. The Contractor shall assist the NRC in preparing the electronic file of the IRS Form-1099s.

4.3 Process Intra-governmental Payment & Collection (IPAC) Transactions, Related Internal Approval Forms and Grant Payments

The NRC acquires goods and/or services from other Federal agencies through interagency agreements and other intergovernmental acquisition methods. The NRC makes payment to the Federal entities in advance of COR approval (and prior to the acknowledgement of the receipt of goods and/or services) through the Federal IPAC electronic payment system. IPAC is a Treasury GOALS System that was developed to improve the efficiency of transactions (fund transfers) between Federal agencies. The IPAC System provides a standardized interagency fund transfer mechanism for Federal program agencies. Funds transfer at the point of seller delivery, instead of buyer receipt, of goods and/or services.

After IPAC billing, billed agencies have the opportunity to review charges and either accept or reject the charges based upon the receipt of goods and/or services. The process of accepting/rejecting IPAC charges internally at the NRC is accomplished through an internal approval form.

The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Access the IPAC System DAILY and print out the charges to the NRC.
2. Record the IPAC charges as a payment (or advance) transactions in FAIMIS against the appropriate authorization (obligation), see Unidentified Transaction Process if transaction cannot be identified to the proper authorization.

3. Initiate the process, once at the beginning of each month, to produce the electronic approval forms from FAIMIS for all of the IPAC transaction recorded (in item 2) during the previous month (the electronic approval forms are pre-addressed to the appropriate COR based upon coding in FAIMIS).
4. Email the electronic copy of the internal approval form to the appropriate COR and request COR approval (receiving report) within twenty (20) calendar days.
5. Send, if approval is not received within twenty (20) calendar days, a follow-up email notice to the COR every five (5) business day interval thereafter (until the completed approval is received) with a copy of the follow-up email to the designated manager within the COR's office.
6. Receive by email from the COR the electronically completed internal approval form indicating approval for full, partial or non-payment.
7. Process a Chargeback to the billing agency through the IPAC System for the amount not approved by the COR on the internal approval form.
8. Record Chargeback amount in FAIMIS.
9. Attach the electronic internal approval form completed by the COR (there is no CO approval in the IPAC process) to the FAIMIS payment transaction recorded previously.

The Contractor shall track this process for management reporting and determining the party responsible for lateness.

Unidentified Transaction Process: If the Contractor is unable to identify the obligation to record the IPAC payment against, the Contractor shall record the IPAC charge in a suspense account. NRC staff will reconcile the suspense account, research suspended transactions, and determine the obligation that the suspended IPAC will be recorded against. NRC staff will notify the Contractor when the IPAC charge is identified. The Contractor shall then reverse the IPAC transaction from suspense, record against the identified obligation and proceed with further processing as described above.

Grants. Grants are paid through another government-wide system, the Automated Standard Application for Payments (ASAP). The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Access the ASAP at least DAILY to retrieve information concerning payments on NRC grants.
2. Record these payments against the appropriate grant document(s) in FAIMIS in the accounting month payment was made (there is no internal approval process for ASAP payments as the payments are pre-approved by the NRC grants officer).
3. Attach to the FAIMIS transaction the payment document extracted from ASAP (see Records Maintenance).

4.4 Audit/Pay Temporary Duty (TDY) Travel

The Contractor shall have comprehensive knowledge of the Federal Travel Regulations (FTR) relating to local, domestic and foreign TDY travel. The Contractor shall develop the necessary knowledge of the NRC policy (Management Directive) relating to TDY travel in order to perform the audit and make payment in accordance with NRC policy.

The NRC authorizes TDY travel (domestic and foreign) for employees and non-employees to carry out mission related activities of the NRC. The NRC uses a Federal government-wide E-Travel System for preparing travel authorizations and making reservations. Employees use the NRC's electronic travel system E-Travel System (Carlson-Wagonlit Travel System v12.2 or any future updated version of E²) to create their travel authorizations and make transportation and trip reservations. These employee authorizations are routed electronically for supervisory approvals, and once approved, obligation transactions are electronically sent to update FAIMIS. As indicated in Task 4.1, obligations for non-employee travel related to invitational and interviewee travel, as well as some other employee travel under special circumstances, are obligated by direct hand entry into FAIMIS.

Post travel, employees use the NRC's electronic travel system E-Travel System to prepare their travel vouchers. Employees record actual authorized costs per travel policy and the previously approved travel authorization. Employees scan their receipts and associate the receipts electronically with the voucher and authorization in the E-Travel System for ease of voucher approval, review and audit. Employee travel vouchers are then routed electronically for supervisory approvals, and once approved, payment transactions are pending final voucher audit.

For travel processed through the eTravel System, the Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Perform a pre-payment audit of the travel vouchers pending final voucher audit in the E-Travel System in accordance with NRC policies and procedures.
2. Contact employees directly to resolve missing documentation or to obtain clarification of items prior to making deductions.
3. Notify travelers of additions or deductions on travel vouchers via email.
4. When the voucher audit is complete, release the payment transaction from the E-Travel System to electronically update FAIMIS.

For travel processed manually, outside the eTravel System, the Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Receive and date stamp paper travel vouchers for travel authorizations that were NOT created in the E-Travel System after supervisory approval of the voucher (by hand signature).
2. Perform a prepayment audit of paper TDY travel vouchers, including check for proper approvals, in accordance with NRC policies and procedures.
3. Contact employees directly to resolve missing documentation or to obtain clarification of items prior to making deductions.
4. Notify travelers of additions or deductions on travel vouchers via email.
5. Record the approved amount for payment directly in the FAIMIS system in accordance with NRC procedures.

Transportation Tickets: Billings to the NRC for transportation tickets (independent of individual travel authorizations) and various transaction fees, charged by Carlson-Wagonlit, are submitted for payment to the NRC in the form of an Excel spreadsheet. Approximately 4,000 such transactions are submitted monthly. NRC staff use an automated process and electronically match the transactions with the NRC authorizations in FAIMIS which enables the further population of each transaction record with the appropriate coding so these transactions will process properly for payment in FAIMIS. The charges from the Excel spreadsheet, now

converted to an ASCII file in the form of FAIMIS transactions, are uploaded for overnight batch processing in FAIMIS. Approximately half of these transactions reject and are placed in a FAIMIS Forms Table pending problem resolution. The Contractor shall research the transactions pending correction and resolve the issue that caused FAIMIS rejection in the FAIMIS Forms Table. The contractor shall then make the correction in the FAIMIS suspended transaction table. Generally, the rejections result from an insufficient obligation amount or incorrect coding.

4.5 Audit/Pay Change of Station (COS) Travel

The Contractor shall have comprehensive knowledge of the Federal Travel Regulations (FTR) relating to change of station travel. The Contractor shall develop the necessary knowledge of the NRC policy (Management Directive) relating to change of station travel in order to perform the audit and make payment in accordance with NRC policy.

The NRC authorizes COS travel for government employees and new hires to maintain a workforce in the locations needed to execute mission related activities. As indicated in Task 4.1, obligations for COS travel are recorded by manual hand entry directly into FAIMIS. The voucher process also uses paper-based vouchers.

The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Receive and date stamp paper vouchers for COS travel.
2. Perform a prepayment audit of paper COS travel vouchers, including check for proper approvals, in accordance with NRC policies and procedures.
3. Contact employees directly to resolve missing documentation or to obtain clarification of items prior to making deductions.
4. Notify travelers of additions or deductions on travel vouchers via email.
5. Record the approved amount for payment directly in the FAIMIS system in accordance with NRC procedures.

4.6 Bill Accounts Receivable / Refund Overpayments

The NRC recovers approximately 90 percent of its budget in annual license fees and fees for services rendered to licensees. Accounts receivable are also created for non-fee purposes to bill debtors for Freedom of Information Act (FOIA) responses, Agreement State Training, employee travel, reimbursable interagency agreements, etc.

Annual license fee invoices are generated from the FAIMIS system based upon an annual fee schedule that prescribes different annual fees based upon license type. Invoices for services rendered are based upon a billing rate for staff hours worked providing services to licensees. The invoices are generated from FAIMIS based upon established billing increments and frequencies of monthly or quarterly.

The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Record non-fee accounts receivable in FAIMIS to generate a FAIMIS invoice to bill the debtor.
2. Receive the non-fee invoice and mail to debtor.
3. Request license fee invoices be generated from FAIMIS.

4. Receive the license fee invoices and mail the invoices to the billed entity or person (this may be converted to electronic billing).

Refunds: The Contractor shall process refunds to employees, licensees or vendors for non-fee and fee related overpayments and reductions in amounts due. This includes processing the refund in FAIMIS. Refunds shall be processed within two (2) business days of receiving appropriate documentation, approved by the Chief, Accounts Receivable Branch (ARB), requesting the refund.

4.7 Process Collections

Money is remitted to the NRC as a result of billed as well as unbilled activity (see 4.6).

The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Receive amounts remitted to the NRC (collections) through various means (see Collection Methods).
2. Process the collections for deposit if not already deposited based upon the collection method (either deposited directly and notice received by the NRC, or deposited directly by the NRC).
3. Receive documentation, depending upon collection method, or prepare appropriate documentation to establish audit trail.
4. Record the collection in FAIMIS (from the documentation received or prepared in previous step) to the billed account receivable for collections against previously billed accounts receivable.
5. Some unbilled collections are received directly into an NRC office (other than the OCFO) such as application fees sent with an application. The NRC office sends the paperwork to the OCFO ARB and sends the check to the NRC LOCKBOX. In this situation the Contractor shall create in FAIMIS a Check Match Document upon receipt of the paperwork and subsequently record the collection in FAIMIS against this Check Match Document upon receipt of the deposit acknowledgement from the LOCKBOX.
6. Some unbilled collections are received directly into the ARB/OCFO, in this situation the Contractor shall create in FAIMIS a Check Match Document upon receipt of the accompanying paperwork and subsequently record the collection in FAIMIS against this Check Match Document upon receipt of the deposit paperwork.

Collection Methods: Money is remitted to the NRC through various collection methods. The Contractor shall perform the following collection activities for the following collection methods:

- (1) LOCKBOX – daily download lockbox files from U.S. Bank and record in FAIMIS.
Record ACH collections (wire transactions to LOCKBOX) into FAIMIS.

Credit Card Collections:

- 1) Fax credit card authorizations to the NRC designated financial institution (currently U.S. Bank) within one business day of receipt.
- 2) Reconcile credit card packages from U.S. Bank monthly using CASHLINK, deposit records and PAY.GOV to verify deposit amounts.
- 3) Fax confirmation receipt to licensee within one business day.

- 4) Reconcile and record completed credit card collection transactions in FAIMIS within one day of receipt.
- (2) CASHLINK – 1) access and print reports to obtain daily deposit amounts; 2) record collections in FAIMIS within one business day.
- (3) FEDWIRES – 1) prepare daily schedule of collections; 2) record transactions in FAIMIS within one business day.
- (4) Direct Collections at NRC – 1) prepare daily schedule of collections for checks received at the NRC; 2) record collections in FAIMIS within one business day.
- (5) PAY.GOV- 1) access every business day and print transaction detail report for credit card collections; 2) record collection transactions in FAIMIS within one business day.
- (6) IPAC – 1) access system each business day and complete authorized collection transactions; 2) record IPAC collections in FAIMIS within one business day.

Fingerprint Processing: The NRC serves as a clearinghouse for the review of fingerprints by the Department of Justice (DOJ) and collects unbilled fees for this service. The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Prepare fingerprint collections spreadsheets in accordance with NRC procedures and send to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch within five (5) business days of FAIMIS monthly close.
2. Complete the monthly IPAC transactions remitting the collections (advance payment for fingerprint card processing) to the DOJ.
3. Prepare and mail the transmittal letter, indicating the number of transmittals submitted, to the DOJ for fingerprint cards within 3 business days of receipt of request.

Debit Voucher/Chargeback: The Contractor shall infrequently receive, debit voucher/chargeback for checks and credit cards when received at the NRC, or the lockbox, and record in FAIMIS to reduce the original collection.

4.8 Manage Delinquent Debt

Delinquent debt results from the NRC billing process.

The Contractor shall manage past-due debt through the monitoring and pursuit of delinquent (overdue) debt in accordance with Treasury Debt Collection Regulations as revised by the Debt Collection Improvement Act of 1996, the revised Federal Claims Collections Standards, and other laws applicable to the collection of nontax debt.

The Contractor shall follow NRC policy and procedures that include, but are not limited to:

1. Prepare and send a dunning notice 31 days from the original invoice date and follow-up by collection phone calls at 61, 91, and 121 day intervals.
2. Refer debts more than 180 days delinquent (this may soon change to 90 days) to the U.S. Treasury.

3. Record waivers, write offs, and adjustments for late charges in FAIMIS within 2 business days of receipt of complete information.
4. Apply the waiver flag in FAIMIS upon receipt of installment collections.

5.0 Personnel Qualifications and Labor Categories

The Contractor shall propose the proper mix of labor categories and qualified personnel in order to execute the scope of work at the service levels indicated.

As a guideline, the following four (4) labor categories are identified. The labor categories proposed may be different than those identified herein. Potential labor categories are: (1) Partner/Project Director; (2) Manager/Supervisor; (3) Accounting Technician; and, (4) Clerical/General Clerk. Senior level supervision by a Partner/Project Director is anticipated, including but not limited to general oversight of the project and review of productivity and quality of performance. It is anticipated that one to two Managers/Supervisors who possess the necessary knowledge and experience with applicable Federal laws, regulations, policies and procedures are likely to be necessary to provide on-site daily supervision, problem resolution, to train Accounting Technician and Clerical staff, to ensure productivity and work product quality, and to respond to NRC management inquiries. It is anticipated that Accounting Technicians who possess the necessary knowledge and experience with applicable Federal laws, regulations, policies and procedures would perform the work activities of the specific tasks. It is anticipated that Clerical staff would perform clerical functions in support of the technical staff and would also perform the many clerical aspects of the defined tasks.

The minimum qualifications of the potential labor categories are stated below:

- a. **Partner/Project Director** - The Partner/Project Director shall possess, at a minimum, a four-year degree. A degree in Business, Management or Accounting is relevant and will be considered, though it is not required. A Certified Public Accountant is preferred but not required. The Partner/Project Director shall have seven years of management experience in financial management, of which five years shall have been gained in Federal government financial management, either as a Federal employee or as a Contractor supporting Federal government financial operations at a Federal agency.
- b. **Manager/Supervisor** - The Manager/Supervisor shall possess, at a minimum, a four-year degree. A degree in Business, Management or Accounting is relevant and will be considered, though it is not required. A Certified Public Accountant is preferred but not required. The Manager/Supervisor shall have five years of experience supervising financial operations activities, of which two years shall have been gained in Federal government financial operations, either as a Federal employee or as a Contractor supporting Federal government financial operations at a Federal agency. The experience of the Manager/Supervisor shall demonstrate specific knowledge of commercial and intergovernmental payments, Federal travel, accounts receivable and debt management.
- c. **Accounting Technician** - The Accounting Technician shall possess, at a minimum, a high school diploma and three years of specific experience in a business office setting processing the following: payments, processing employee travel, accounts receivable or

debt management.

- d. **Clerical/General Clerk** – The Clerical/General Clerk shall possess, at a minimum, a high school diploma and two years of general work experience in a business office setting performing clerical duties.

6.0 Place of Performance

Work shall be performed full time on-site at the location of NRC headquarters OCFO staff, 11555 Rockville Pike, Rockville, Maryland, in space designated for the OCFO during the hours of 8 AM to 8 PM local time. Access to systems and NRC personnel will be provided as necessary to perform the tasks.

7.0 Travel

The Contractor **shall not** be reimbursed for any travel, either local (travel when commuting between the Contractor's facility and the NRC facility) or long distance, under this task order.

8.0 Governance

The management and governance operating model is critical to the success of this task order. The Contractor shall describe its approach for relationship management to include governance, contract administration, project management, financial management, and interfacing with the NRC business units and other stakeholders.

NRC will hold monthly status meetings. The status meetings will include the project manager from both parties. The agenda for such meetings will be mutually agreed upon prior to the date of the meeting.

9.0 Service Levels

The Service Level Matrix (SLM) (Attachment A) states NRC's performance requirements in key areas. The Contractor shall adhere to target services levels for all measures. NRC also believes that the Contractor is capable of improving upon these service levels year after year, as indicated by the Automatic Continuous Improvement Column of Attachment A.

NRC has identified certain target service levels that are consistent with the scope of the services required by the Statement of Work. NRC recognizes that it is possible that alternative approaches may exist that may better reflect measurement of a particular service component. NRC will consider alternative measures proposed provided that they meet NRC's intent to measure the services in a meaningful way. Furthermore, the Contractor is expected to provide NRC with monthly reports highlighting performance related to minimum and target levels as specified in Attachment D.

In order to assure responsible performance, NRC is proposing a maximum potential Monthly Invoice Penalty Rate of ten percent (10%) per monthly invoice. If the Contractor fails to perform at the Minimum Service Level identified in Attachment A for all performance measures, a maximum of ten percent (10%) of the monthly invoice will be deducted from the payable amount.

NRC-HQ-13-F-09-0001**Attachment One**

The Monthly Invoice Penalty Rate Column in Attachment A further breaks down the overall maximum of ten percent (10%) into individual percentages for each task. These percentages have been calculated based upon priority and general impact on how NRC successfully conducts its business. Therefore failure to achieve target levels for specific tasks shall result in a deduction of the associated percentage as stated in Attachment A. While failure to meet Minimum Service Level targets shall result in immediate financial impact, NRC shall expect the Contractor to perform at the Target Service Level. Failure to meet Target Service Levels will be addressed as a performance matter.

Below is a brief description of the columns in Attachment A:

COLUMN HEADER	DESCRIPTION
Task Number	Number to match the task description in the SOW.
Task	Name of the task.
Service Level Description	Description of the expected service level.
Service Level Class	Type of impact, i.e., financial impact and/or escalation through governance.
Metric/Measurement	Description of what is going to be measured.
Calculation Definition	Actual unit that shall be measured.
Measurement Window	Timeframe in which the metric will be measured and how often the metric will be measured.
Reporting Window	Timeframe of when the Contractor is required to report measurements.
Minimum Service Level	Minimal acceptable performance, failure to meet target results in automatic financial impact.
Target Service Level	Acceptable level of performance at which Contractor is expected to perform.
Monthly Invoice Penalty Rate	Percentage of monthly invoice that is at risk associated with the particular performance measure.
Automatic Continuous Improvement	Percentage increase in the Target Service Level that is expected over the prior year's level for each option period that is exercised.

10.0 Deliverables

The Contractor shall provide the reports deliverables on the due dates as indicated in Attachment D. The Contractor shall provide all deliverables electronically to the COR. All deliverables shall be produced using Microsoft Office software (e.g. Word, Excel). The Contractor shall have five (5) business days to resubmit any deliverables that are rejected by the COR.

11.0 Government Furnished Equipment

The government furnished equipment that will be provided is detailed in Attachment C.

12.0 Designation of Contracting Officer's Representative (COR)

The COR shall be:

John Walker
U.S. Nuclear Regulatory Commission
Mail Stop T9-E2
Washington, DC 20555-0001
Telephone: 301-415-7575
Email: John.walker@nrc.gov

13.0 Attachments

The following four attachments are incorporated into this Statement of Work:

Attachment A	Service Level Matrix
Attachment B	Contractor Knowledge Requirements
Attachment C	Financial Responsibility Matrix
Attachment D	Reports Deliverables

Attachment A: Service Level Matrix

Financial Operations Services

Service Level Class

CPI: Contractually significant, failure to achieve service levels will impact contractor payment.

KPI: Contractually significant, failure to achieve service levels automatically triggers escalation in the governance process.

GPI: Not contractually significant, for reporting purposes only.

* Financial penalties are applied at the discretion of the contracting officer's representative (COR).

Task No.	Task	Service Level Description	Service Level Class	Metric / Measurement	Calculation Definition	Measurement Window	Reporting Window	Minimum Service Level	Target Service Level	Monthly Invoice Penalty Rate *	Automatic continuous improvement
4.1	Record Obligation Transaction	Timely recording of obligation transactions in FAIRIS.	CPI & KPI	Number of business days taken to record obligation transactions in FAIRIS after receiving proper documentation and, recording the transaction within the accounting month the obligation was made.	Three (3) business days	Weekly	Monthly	96%	98%	2%	1%
4.2	Process Commercial Invoices for Payment	Pay commercial invoices in accordance with the Prompt Payment Regulations and the accelerated timelines for small business invoices upon receipt of proper documentation/authorization.	CPI & KPI	Total number of invoices paid late as a percentage of the monthly total of the number of invoices paid subject to the Prompt Payment Regulation (50 CFR 13.115).	30 days after start of the payment period; date specified in the contract; days specified in discount terms; or, accelerated payment methods such as for small businesses.	Weekly	Monthly	96%	98%	2%	1%

4.2	Process Commercial Invoices for Payment	Pay commercial invoices in accordance with the Prompt Payment Regulations and the accelerated timelimits for small business invoices upon receipt of proper documentation/authorization.	CFI & KPI	Total dollar amount of interest paid as a percentage of the dollar amount of total monthly invoice payments subject to the Prompt Payment Regulation (5 CFR 1315).	Interest paid does not exceed three (3) percent of applicable monthly payments.	Weekly	Monthly	4%	3%	2%	1%
4.2	Process Commercial Invoices for Payment	Prepare and mail IRS Form 1099s to applicable commercial vendors.	KPI	Number of all required IRS Form 1099s issued by due date as a percentage of all 1099s that are required to be issued.	All IRS annual forms issued by deadline.	Annually	Annually	98%	100%	N/A	1%
4.3	Process IPAC Transactions, Related Internal Approval Forms and Grant Payments	Record IPAC transactions in FAIMIS.	KPI	Number of IPAC payment transactions recorded in FAIMIS timely as a percentage of all IPAC payments billed by other agencies.	Recorded in the same accounting month as billed by the other agency.	Weekly	Monthly	98%	100%	N/A	1%
4.3	Process IPAC Transactions, Related Internal Approval Forms and Grant Payments	Generate from FAIMIS and issue IPAC approval forms to approving official.	KPI	Number of approval forms issued to the approving officials as a percentage of all IPAC payments billed by other agencies.	Issue approval forms for all IPACS.	Weekly	Monthly	98%	100%	N/A	1%
4.3	Process IPAC Transactions, Related Internal Approval Forms and Grant Payments	Record grant transactions in FAIMIS.	KPI	Number of grant payment transactions recorded in FAIMIS timely as a percentage of all IPAC payments billed by other agencies.	Recorded in the same accounting month as paid.	Weekly	Monthly	98%	100%	N/A	1%
4.4	Audit/Pay TDY Travel	Perform a 100% prepayment audit of manual and e Travel TDY travel vouchers and record into FAIMIS.	KPI	Number of business days taken to audit and process TDY travel vouchers for payment.	Five (5) business days.	Weekly	Monthly	96%	98%	N/A	1%
4.5	Audit/Pay COS Travel	Perform a 100% prepayment audit of COS travel vouchers and record in FAIMIS.	KPI	Number of business days taken to audit and process COS travel vouchers for payment.	Twenty (20) business days.	Weekly	Monthly	96%	98%	N/A	1%
4.6	Bill Accounts Receivable/Refund Overpayments	Accounts receivable bills are produced and mailed on their monthly cycle as required by HRC policy.	CFI & KPI	Number of days taken to produce and mail bills after the close of the accounting month.	10 calendar days after the close of the accounting month.	Monthly	Monthly	98%	100%	2%	1%
4.6	Bill Accounts Receivable/Refund Overpayments	Accounts receivable bills are produced and mailed on their quarterly cycle as required by HRC policy.	CFI & KPI	Number of days taken to produce and mail bills after the close of the calendar quarter.	30 calendar days after the end of the calendar quarter.	Quarterly	Quarterly	98%	100%	2%	1%

4.7	Process Collections	Collections processed in accordance with billing documents.	KPI	Number of collections processed in accordance with billing documents.	Processed in accordance with billing document.	Weekly	Monthly	96%	98%	N/A	1%
4.7	Process Collections	Prepare cash management report.	KPI	Number of days taken to prepare cash management report.	Fifth (5th) workday after the close of the accounting month.	Monthly	Monthly	98%	100%	N/A	1%
4.8	Manage Delinquent Debt	Dunning.	KPI	Number of times dunning notices are sent within required timeframes.	Dunning notices sent in thirty-one (31) days as a percentage of unreferred debts 31 days or more past due.	Monthly	Monthly	98%	100%	N/A	1%
4.8	Manage Delinquent Debt	Refer debt to Treasury.	KPI	Number of times bad debts are referred to Treasury.	Bad debts sent to Treasury as a percentage of bad debts eligible to be sent to Treasury.	Monthly	Monthly	98%	100%	N/A	1%

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**Attachment B: Contractor Knowledge Requirements
Financial Operations Services**

Federal Regulations

Federal Acquisition Regulations (FAR)
Federal Travel Regulations (FTR)
Prompt Payment Regulations (5 CFR 1315)
Improper Payments Information Act of 2002
Improper Payments Elimination and Recovery Act (IPERA)
Debt Management Act
Federal Claims Collections Standards

Government-wide Financial Systems

U.S. Treasury Government On-Line Accounting Link System (GOALS)
GOALS Intra-governmental Payment and Collection (IPAC) System
Automated Standard Application for Payments (ASAP)
eTravel System (eTravel)
Automated Clearing House (ACH)
CASHLINK
PAY.GOV

Other Knowledge

Knowledge of internal controls related to obligations, payments, travel, debt collection, and separation of duties.

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Attachment C: Financial Responsibility Matrix Financial Operations Services

Personnel	Salary, Benefits, Add'l Comp.	Travel	Core Financial System Training	Federal Regulation Training	Other Training	Cost of Living Adjustment / Inflation	Increase / Decrease in Staffing	Severance	Retention Payments	Retention Payments	Payroll Taxes	Other	Pricing Method
Contractor Provided Employees	Contractor	Contractor	HRC	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	Fixed

Hardware / Software Schedule	Current Assets	First Refresh	Upgrades	Pricing Method
Desktops	HRC	HRC	HRC	H/A
Scanners	HRC	HRC	HRC	H/A
Software	HRC	HRC	HRC	H/A
Infrastructure Servers	HRC	HRC	HRC	H/A
Network Infrastructure	HRC	HRC	HRC	H/A

Facilities Schedule	Current	Pricing
Space Upgrades & Additions	HRC	H/A
Furniture & Fixtures	HRC	H/A
Wiring & Cabling	HRC	H/A
Building Depreciation & Lease	HRC	H/A
Office Equipment	HRC	H/A
Building Maintenance & Security	HRC	H/A
Property Taxes	HRC	H/A
Utilities	HRC	H/A
Other Space Charges	HRC	H/A

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**Attachment D: Reports Deliverables
Financial Operations Services**

Task No	Report Name	Report Description	Sort Reported Info By	Due to COR
4.1	Weekly Obligations Report	The number of obligation documents pending entry start of week; the number received during week; the number processed during week; the number pending entry end of week; and, the number past the recording requirement deadline. Provide a reason why for any obligations past the recording deadline, include person contacted. Include fiscal year to date totals.	Sort information by type of transaction, i.e., purchase order, contract, grant, IDU, COS, etc.	Each Monday morning.
4.2	Weekly Aging of Commercial Invoices Report	The number of invoices pending payment start of the week; the number received during week; the number pending COR and CO approval; the number pending approval that are late; and the number paid during the week. Within this report, or in another report, track the routing of invoices to various approval stages, i.e., COR and CO, which allows for sending of subsequent notices when approvals are not returned. The report shall record the various dates each action occurred. Include fiscal year-to-date totals.	Sort information by small business/not small business and, by type of transaction, i.e., purchase order, contract, etc.	Each Monday morning.
1.2	Monthly Prompt Payment Report	List each prompt payment penalty paid during the month including the document number, type, job code, dollar amount of invoice, dollar amount of penalty and the interest reason code. Include year-to-date totals and HRC right statistics.	Sort information by HRC program office.	Fifth workday of the following month.
4.2	Monthly Erroneous Payment Report	List each erroneous payment made during the month including the date of the erroneous payment, the amount of the erroneous payment, the dollar amount of the erroneous payment, reason for the erroneous payment, the incorrect vendor paid, the correct vendor, when erroneous payment was recovered (collected back) from the incorrect vendor, when the correct payment was re-issued. Include fiscal year to date totals.	Sort information by the date the erroneous payment was made.	Fifth workday of the following month.
4.3	Monthly Aging of IFAC Approval Form Report	The number of IFAC approval forms pending approval start of the month; the number issued to CORs during the month; the number pending COR approval aged by current (within the response time) and overdue (late); number of days approval forms are overdue since issuance to the COR; and, the number of IFAC vouchers signed by the COR and returned during the month. Include fiscal year to date totals.	Sort information by HRC program office.	Fifth workday of the following month.
4.4	Weekly Aging of Unpaid IDU Travel Vouchers Report	The number of IDU vouchers pending payment start of the week; the number received for audit during the week; the number pending audit within 5 business days; the number pending audit that are late (beyond 5 business days); and, the number of IDU travel vouchers approved during the week. Include fiscal year to date totals.	Sort information by HRC program office.	Each Monday morning.
4.5	Weekly Aging of Unpaid COS Travel Vouchers Report	The number of COS vouchers pending payment start of the week; the number received for audit during the week; the number pending audit within 20 business days; the number pending audit that are late (beyond 20 business days); and, the number of COS travel vouchers approved during the week. Include fiscal year to date totals.	Sort information by HRC program office.	Each Monday morning.

4.6	Monthly Payroll Income Report	At the time each payment is generated, and before December 31, prepare and submit COS income reports to the HRC's payroll provider (HRC/DOJ/ETPS) for W2 processing.	Sort as required by ETPS.	One or two workdays after payment is generated.
4.7	Monthly Cash Management Report	Each month provide a status report on the disposition of all collections made during the month by type.	Sorted by type of receivable, e.g., annual fee bills, bills for services rendered, FOIA, employee debts, Etc.	Fifth workday of the following month
4.7	Monthly Fingerprint Collection Spreadsheets	Prepare fingerprint collection spreadsheets as required by HRC procedures and send to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch within 5 business days of FAFMIS monthly close.	Sorted as required by HRC procedures.	Fifth workday of the following month
4.8	Monthly Delinquent Debt Status Report and Follow Up Actions	Each month provide a status report on the collections made on delinquent debt during the month; the report shall list each delinquent debt and indicates follow up action(s) taken, and interval on delinquent debt including debtor's name, invoice number, debt amount, date of contact and action(s) taken (e.g., 60 day phone call to debtor).	Sorted by type of receivable, e.g., annual fee bills, bills for services rendered, FOIA, employee debts, Etc.	Fifth workday of the following month

PRICING SCHEDULE

Period of Performance - Base Year - May 1, 2013 through April 30, 2014

FIRM-FIXED PRICE CLINS:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
001	(4.1*) Record Obligation Transaction	Month	12	\$12,133.33	\$145,599.96
002	(4.2*) Process Commercial Invoices For Payment	Month	12	\$37,256.67	\$447,200.04
003	(4.3*) Process IPAC Transactions, Related Internal Approval Forms And Grants Payments	Month	12	\$13,000.00	\$156,000.00
004	(4.4*) Audit / Pay TDY Travel	Month	12	\$41,600.00	\$499,200.00
005	(4.5*) Audit / Pay COS Travel	Month	12	\$12,133.33	\$145,599.96
006	(4.6*) Bill Accounts Receivable / Refund Overpayments	Month	12	\$3,466.67	\$41,600.04
007	(4.7*) Process Collections	Month	12	\$24,266.67	\$291,200.04
008	(4.8*) Manage Delinquent Debt	Month	12	\$17,333.33	\$207,999.96
SUBTOTAL FIRM-FIXED PRICE					\$1,934,400.00

LABOR HOUR (Not to Exceed) CLINS:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>GSA LABOR CATEGORY</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
009	Partner / Project Director	Partner / Project Director	Hours	104	\$200.00	\$20,800.00
010	Manager / Supervisor	Manager	Hours	4160	\$100.00	\$416,000.00
SUBTOTAL LABOR HOUR						\$436,800.00
TOTAL BASE YEAR AMOUNT						\$2,371,200.00

*This number corresponds to the task number indicated in Attachment A (Service Level Matrix) of the SOW.

PRICING SCHEDULE**Period of Performance - Option Year One – May 1, 2014 through April 30, 2015**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
011	(4.1*) Record Obligation Transaction	Month	12	\$12,558.00	\$150,696.00
012	(4.2*) Process Commercial Invoices For Payment	Month	12	\$38,571.00	\$462,852.00
013	(4.3*) Process IPAC Transactions, Related Internal Approval Forms And Grants Payments	Month	12	\$13,455.00	\$161,460.00
014	(4.4*) Audit / Pay TDY Travel	Month	12	\$43,056.00	\$516,672.00
015	(4.5*) Audit / Pay COS Travel	Month	12	\$12,558.00	\$150,696.00
016	(4.6*) Bill Accounts Receivable / Refund Overpayments	Month	12	\$3,588.00	\$43,056.00
017	(4.7*) Process Collections	Month	12	\$25,116.00	\$301,392.00
018	(4.8*) Manage Delinquent Debt	Month	12	\$17,940.00	\$215,280.00
SUBTOTAL FIRM-FIXED PRICE					\$2,002,104.00

LABOR HOUR (Not to Exceed) CLINS:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>GSA LABOR CATEGORY</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
019	Partner / Project Director	Partner / Project Director	Hours	104	\$207.00	\$21,528.00
020	Manager / Supervisor	Manager	Hours	4160	\$103.50	\$430,560.00
SUBTOTAL LABOR HOUR						\$452,088.00

TOTAL OPTION YEAR ONE AMOUNT \$2,454,192.00

*This number corresponds to the task number indicated in Attachment A (Service Level Matrix) of the SOW.

PRICING SCHEDULE (Cont.)

Period of Performance - Option Year Two – May 1, 2015 through April 30, 2016

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
021	(4.1*) Record Obligation Transaction	Month	12	\$12,997.40	\$155,968.80
022	(4.2*) Process Commercial Invoices For Payment	Month	12	\$39,920.40	\$479,044.80
023	(4.3*) Process IPAC Transactions, Related Internal Approval Forms And Grants Payments	Month	12	\$13,825.60	\$167,107.20
024	(4.4*) Audit / Pay TDY Travel	Month	12	\$44,562.27	\$534,747.24
025	(4.5*) Audit / Pay COS Travel	Month	12	\$12,997.40	\$155,968.80
026	(4.6*) Bill Accounts Receivable / Refund Overpayments	Month	12	\$3,713.67	\$44,564.04
027	(4.7*) Process Collections	Month	12	\$25,994.80	\$311,937.60
028	(4.8*) Manage Delinquent Debt	Month	12	\$18,567.47	\$222,809.64
SUBTOTAL FIRM-FIXED PRICE					\$2,072,148.12

LABOR HOUR (Not to Exceed) CLINS:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>GSA LABOR CATEGORY</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
029	Partner / Project Director	Partner / Project Director	Hours	104	\$214.25	\$22,282.00
030	Manager / Supervisor	Manager	Hours	4160	\$107.12	\$445,619.20
SUBTOTAL LABOR HOUR						\$467,901.20

TOTAL OPTION YEAR TWO AMOUNT \$2,540,049.32

*This number corresponds to the task number indicated in Attachment A (Service Level Matrix) of the SOW.

PRICING SCHEDULE (Cont.)

Period of Performance - Option Year Three – May 1, 2016 through April 30, 2017

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
031	(4.1*) Record Obligation Transaction	Month	12	\$13,453.27	\$161,439.24
032	(4.2*) Process Commercial Invoices For Payment	Month	12	\$41,320.93	\$495,851.16
033	(4.3*) Process IPAC Transactions, Related Internal Approval Forms And Grants Payments	Month	12	\$14,414.40	\$172,972.80
034	(4.4*) Audit / Pay TDY Travel	Month	12	\$46,125.73	\$553,508.76
035	(4.5*) Audit / Pay COS Travel	Month	12	\$13,453.27	\$161,439.24
036	(4.6*) Bill Accounts Receivable / Refund Overpayments	Month	12	\$3,843.67	\$46,124.04
037	(4.7*) Process Collections	Month	12	\$26,906.53	\$322,878.36
038	(4.8*) Manage Delinquent Debt	Month	12	\$19,219.20	\$230,630.40
SUBTOTAL FIRM-FIXED PRICE					\$2,144,844.00

LABOR HOUR (Not to Exceed) CLINS:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>GSA LABOR CATEGORY</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
039	Partner / Project Director	Partner / Project Director	Hours	104	\$221.75	\$23,062.00
040	Manager / Supervisor	Manager	Hours	4160	\$110.87	\$461,219.20
SUBTOTAL LABOR HOUR						\$484,281.20
TOTAL OPTION YEAR THREE AMOUNT						\$2,629,125.20

*This number corresponds to the task number indicated in Attachment A (Service Level Matrix) of the SOW.

PRICING SCHEDULE (Cont.)

Period of Performance - Option Year Four – May 1, 2017 through April 30, 2018

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
041	(4.1*) Record Obligation Transaction	Month	12	\$13,923.87	\$167,086.44
042	(4.2*) Process Commercial Invoices For Payment	Month	12	\$42,766.53	\$513,198.36
043	(4.3*) Process IPAC Transactions, Related Internal Approval Forms And Grants Payments	Month	12	\$14,918.80	\$179,025.60
044	(4.4*) Audit / Pay TDY Travel	Month	12	\$47,739.47	\$572,873.64
045	(4.5*) Audit / Pay COS Travel	Month	12	\$13,923.87	\$167,086.44
046	(4.6*) Bill Accounts Receivable / Refund Overpayments	Month	12	\$3,978.00	\$47,736.00
047	(4.7*) Process Collections	Month	12	\$27,847.73	\$334,172.76
048	(4.8*) Manage Delinquent Debt	Month	12	\$19,891.73	\$238,700.76
SUBTOTAL FIRM-FIXED PRICE					\$2,219,880.00

LABOR HOUR (Not to Exceed) CLINS:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>GSA LABOR CATEGORY</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
049	Partner / Project Director	Partner / Project Director	Hours	104	\$229.51	\$23,869.04
050	Manager / Supervisor	Manager	Hours	4,160	\$114.75	\$477,360.00
SUBTOTAL LABOR HOUR						\$501,229.04
TOTAL OPTION YEAR FOUR AMOUNT						\$2,721,109.04
TOTAL TASK ORDER AMOUNT						\$12,715,675.56

*This number corresponds to the task number indicated in Attachment A (Service Level Matrix) of the SOW.

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments.NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

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

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C - "Reporting Requirements" (revised 2/16/2011).

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

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

1. Official Agency Billing Office

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

2. Invoice/Voucher information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.

**BILLING INSTRUCTIONS FOR
LABOR HOUR / TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

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

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments.NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

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

Purchase of Capital Property: (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C - "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 29, or Block 25 of the Standard Form 33, whichever is applicable.

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

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**BILLING INSTRUCTIONS FOR
LABOR HOUR / TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Labor Hour/Time and Materials Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR
LABOR HOUR / TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

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

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

BILLING INSTRUCTIONS FOR LABOR HOUR / TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)

- h. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- i. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

- (1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Burdened</u> <u>Hourly Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
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- (2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

- (3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

- (4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

**BILLING INSTRUCTIONS FOR
LABOR HOUR / TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From To	From To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

q. Grand Totals.

BILLING INSTRUCTIONS FOR LABOR HOUR / TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

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

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			\$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

**BILLING INSTRUCTIONS FOR
LABOR HOUR / TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

Prototype Spectrometer - item number 1000-01 = \$60,000

- 3) Government-furnished and contractor-acquired property (under \$50,000), Materials and Supplies - \$2,000

10 Radon tubes @ \$110.00	= \$1,100
6 Pairs Electrostatic gloves @ \$150.00	= <u>\$ 900</u>
	\$2,000

- 4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

- 5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

- 6) Travel - \$2,640

- (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

- (ii) Per Diem: \$136/day x 15 days = \$2,040

- 7) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	<u>0</u>
Grand Total	\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

SECURITY PLAN FOR PERSONALLY IDENTIFIABLE INFORMATION

As a Certified Public Accountancy (CPA) firm, Deva & Associates, P.C. (D&A) has established procedures for the protection and safeguarding of all client information and for any potential misuse of that information. As a matter of principle, we do not discuss or release the identity of our clients without prior permission. D&A's policies and American Institute of Certified Public Accountants (AICPA) Professional Standards strictly prohibit personal use of any such information. All professional personnel understand and subscribe to the policy, and acknowledge such in writing.

For NRC, D&A will comply with all contractual requirements for security, storage, and protection of personally identifiable information (PII). D&A will establish adequate procedures for the security and control of all documents and for protection of confidentiality of information provided by NRC. D&A will not retain or remove any hard copies of documents from the NRC project site. Also, D&A's personnel fully understand that they are not to leave PII at their work location area when required to leave for any reason. PII in electronic format will only be maintained on NRC-owned computer desktops and network drives. Data encryption and password protection will be used for protecting electronic PII maintained on flash drives or other removable storage devices.

Access to PII will be restricted to only those employees who require the information to perform work under the contract, and all such employees will be required to sign a nondisclosure agreement. The Project Manager and Supervisors will constantly reinforce the confidential nature of the NRC engagement and the importance of the security of the documents and the related procedures by giving specific instructions to all personnel not to share these items with any unauthorized individuals. The confidentiality of all PII will be stressed to D&A personnel during in-house training and will further be reinforced by having them sign any required confidentiality forms. The Project Director and the Project Manager will immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

D&A's Project Director and the Project Manager will also notify the NRC Contracting Officer and the NRC Contracting Officer's Representative of any external legal demand for NRC owned or controlled PII and will follow the guidance/instruction of NRC relating thereto.

D&A acknowledges our responsibility for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in our possession.

NRC FORM 187
(7-2008)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

AUTHORITY

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

CONTRACT SECURITY AND/OR
CLASSIFICATION REQUIREMENTSCOMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS tbd	A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.) tbd	2. TYPE OF SUBMISSION: <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify)
	E. PROJECTED START DATE 03/01/2013	F. PROJECTED COMPLETION DATE 02/28/2018

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

A. DOES NOT APPLY <input checked="" type="checkbox"/>	B. CONTRACT NUMBER	DATE
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4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Project Title: Financial Operations Services

Selected Contractor will provide financial operations services to the NRC. Contractor will work on-site at the NRC HQ within the Office of the Chief Financial Officer, Division of the Controller. Contractor will have access to NRC financial documents, local area network (LAN) and core financial system FAIMIS; will use the documents for processing transactions for obligations, debt management, debt collections, commercial, intergovernmental and employee payments, etc.; will use the LAN for e-mail and routing documents. The Contractor will have access to sensitive information such as vendor and employee identifying information.

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
<input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)					
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATIONS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. IS FACILITY CLEARANCE REQUIRED? ☐ YES ☐ NO

- C. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.
- D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.
- E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.
- F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

- 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.

NRC-HQ-13-F-09-0001

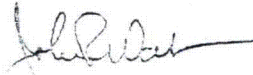
Attachment Six

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

John R. Walker, Senior Program Analyst, DOC, OCFO

SIGNATURE



DATE

9/20/13

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:

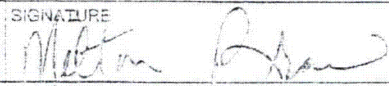


☐ AUTHORIZED CLASSIFIER (Name and Title)☐ DIVISION OF FACILITIES AND SECURITY

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	SIGNATURE	DATE
Milton Brown, Deputy Chief Financial Officer		9/25/2012
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Mary Jane Ross-Lee		9/25/12
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
James C. Corbett		9/25/12

REMARKS