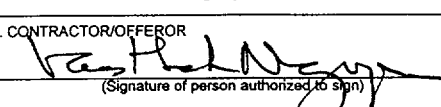
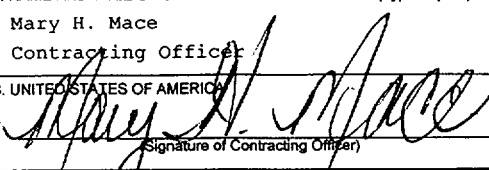


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3	
2. AMENDMENT/MODIFICATION NO. 16		3. EFFECTIVE DATE SEP 24 2001		4. REQUISITION/PURCHASE REQ. NO. ADM99141 dtd 9/5/01		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555		7. ADMINISTERED BY (If other than Item 6) Same as block 6.		CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NVT Technologies, Inc. 21515 Ridgetop Circle Suite 300 Sterling VA 20166				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-99-141 SBA#	
				X		10B. DATED (SEE ITEM 13) 04-20-1999	
CODE		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Block No. 14.							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
APPN No.: X0200 B&R No.: 14015-511105 JOB CODE: D2316 BOC: 252A Obligated Amt.: \$50,000							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) V. Thanh Nguyen, President				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary H. Mace Contracting Officer			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 9/24/01		16B. UNITED STATES OF AMERICA BY:  (Signature of Contracting Officer)		16C. DATE SIGNED 9-20-01	

DESCRIPTION OF CHANGES INCORPORATED BY MODIFICATION NO. 16

NRC-10-99-141

Page 2

The purpose of this modification is to: (1) increase the firm fixed price of line item no. 3 for Option Year 2, and revise the loaded hourly rates for reimbursement contract services for Option Year 2 as a result of wage determination no. 1994-2104, Rev. 16, (2) increase the estimated ceiling for reimbursable contract services for Option Year 2 by \$43,000, (3) increase the obligated amount for reimbursable contract services by \$50,000, (4) revise the key personnel, and (5) incorporate billing instructions for reimbursable contract services

1. As reflected in the attached change pages 2, 3, 4, and 5, Sections B.4.2, OPTION YEARS 1-4, Section B.6 "CONSIDERATION AND OBLIGATION-FIRM FIXED PRICE," and B.7 "RATES FOR REIMBURSABLE CONTRACT SERVICES" are revised as a result of wage determination no. 1994-2104, Rev. 16, which was effective December 1, 2000. This results in an increase of \$10,332 per year (\$861.00 per month).
2. As reflected in the attached change page no. 76, Section H.2 is revised to add Joseph Nguyen as the Technical Supervisor effective September 24, 2001.
3. The attached cost reimbursement billing instructions are hereby incorporated as Attachment 6A. All reimbursable work order billings shall be submitted accordingly.

All other terms and conditions of the subject contract remain unchanged.

A summary of obligations, from the award date, through the date of this modification is provided below:

FY 99 Obligations:	\$1,423,230.00
FY 00 Obligations:	\$2,694,904.00
FY 01 Obligations:	\$2,143,408.00

Cumulative Obligated Amt.: \$6,261,542.00

This modification obligates FY 01 funds in the amount of \$50,000.00.

SUMMARY OF FUNDING DATA

FY 1999

Job Code	B&R Number	BOC No.	Appropriation No.	Amount
R0125	94015-511105	254A	X0200	\$ 394,290.00
R0123	94015-511105	254A	X0200	\$ 983,107.00
D2316	94015-511105	254A	X0200	\$ 45,833.00
TOTAL				\$1,423,230.00

FY 2000

R0125	04015-511105	254A	X0200	\$ 727,404.00
R0123	04015-511105	254A	X0200	\$1,819,500.00
D2316	04015-511105	254A	X0200	\$ 148,000.00
TOTAL				\$2,694,904.00

FY 2001

R0125	14015-511105	254A	X0200	\$ 739,908.00
R0123	14015-511105	254A	X0200	\$1,253,500.00
D2316	14015-511105	252A	X0200	\$ 150,000.00
TOTAL				\$2,143,408.00

B.4.1 BASE PERIOD (0WFN & TWFN):
April 21, 1999 - November 30, 1999

	Quantity	Unit	Price	Total
1) Phase-In/Phase-Out Task 4/21/99 - 5/21/99 (One Time Cost)			\$ -0-	\$ -0-
2) Building Mechanical Operations and Maintenance				
a) 5/22/99 - 5/31/99				\$ 16,452
b) 6/01/99 - 11/30/99				\$306,000
3) Architectural and Structural Maintenance and Repairs				
a) 5/22/99 - 5/31/99				\$ 1,151
b) 6/01/99 - 11/30/99				\$ 21,402
4) Parking Facilities Management *				
a) 5/22/99 - 5/31/99				\$ 5,150
b) 6/01/99 - 11/30/99				\$ 95,790
5) Incidental Facilities Tasks				
a) 5/22/99 - 5/31/99				\$ 2,515
b) 6/01/99 - 11/30/99				\$ 46,770
TOTAL FIRM FIXED PRICE FOR BASE PERIOD:				\$ 495,230

B.4.2 OPTION YEARS 1-4, (0WFN & TWFN):
Option Year 1-December 1, 1999 - November 30, 2000

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance				\$594,876
2) Architectural and Structural Maintenance and Repairs				\$ 41,604
3) Parking Facilities Management *				\$195,384
4) Incidental Facilities Tasks				\$ 90,924
TOTAL FIRM FIXED PRICE FOR OPTION YEAR ONE:				\$922,788

Option Year 2-December 1, 2000 - November 30, 2001

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance				\$605,100
2) Architectural and Structural Maintenance and Repairs				\$ 42,324
3) Parking Facilities Management *				\$205,716
4) Incidental Facilities Tasks				\$ 92,484
TOTAL FIRM FIXED PRICE FOR OPTION YEAR TWO:				\$945,624

Option Year 3-December 1, 2001 - November 30, 2002

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance				\$615,516
2) Architectural and Structural Maintenance and Repairs				\$ 43,044
3) Parking Facilities Management *				\$205,716
4) Incidental Facilities Tasks				\$ 94,080
TOTAL FIRM FIXED PRICE FOR OPTION YEAR THREE:				\$958,356

Option Year 4-December 1, 2002 - November 30, 2003

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance				\$ 618,600
2) Architectural and Structural Maintenance and Repairs				\$ 43,260
3) Parking Facilities Management *				\$ 205,716
4) Incidental Facilities Tasks				\$ 94,560
TOTAL FIRM FIXED PRICE FOR OPTION YEAR FOUR:				\$ 962,136

GRAND TOTAL FOR BASIC CONTRACT SERVICES: \$4,284,134.00

*The NRC will not obligate funds under this contract for Parking Facilities Management services. Payments to the Contractor for Parking Facilities Management services shall be obtained from monies collected by the Contractor for parking permits.

B.5 TOTAL ESTIMATED COST FOR UTILITIES AND REIMBURSABLE CONTRACT SERVICES

- A. The estimated ceiling for payment of all utilities (Refer to Section C.2.6) for the base period, Option Year 1, and Option Year 2 is \$4,737,167.00 (\$1,137,167 for base period, \$1,800,000 for Option Year 1, \$1,800,000 for Option Year 2). The NRC will incrementally obligate funds for payment of utilities. The Contractor shall be reimbursed for actual costs paid to the utility company for utility services provided at the OWFN and TWFN facilities.
- B. Total funds in the amount of \$4,056,107.00 have been obligated for the payment of utility services for the base period, Option Year 1, and Option Year 2.
- C. It is estimated that the cost of all utilities is \$1,800,000 per year.
- D. The estimated ceiling for reimbursable contract services for the base period, Option Year 1, and Option Year 2 is \$343,833 (\$55,833 for base period, \$145,000 for Option Year 1, \$143,000 for Option Year 2). The NRC will incrementally obligate funds for reimbursable work. The Contractor shall be reimbursed for actual costs for reimbursable services provided at the OWFN and TWFN facilities.
- E. Total funds in the amount of \$343,833.00 have been obligated for the performance of reimbursable work for the base period, Option Year 1, and Option Year 2.
- F. It is estimated that the cost of reimbursable contract services is \$100,000 per year.

The Contracting Officer may unilaterally increase these amounts as necessary during the contract period.

The Project Officer or Contracting Officer may issue work orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall at no time, exceed the contract ceiling. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount is done at the Contractor's sole risk.

B.6 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE

- A. The total ceiling amount for the Firm Fixed Price, reimbursable contract services and payment of utilities for the Base Period and Phase-In/Phase-Out Task is \$1,714,498. The total obligated amount for these services is \$1,587,290.
- B. The total ceiling amount for the Firm Fixed Price, reimbursable contract services, and payment of utilities for Option Year 1 is \$2,867,788. The total obligated amount for these services is \$2,530,844.
- C. The total ceiling amount for the Firm Fixed Price, reimbursable contract services, and payment of utilities for Option Year 2 is \$2,878,292. The total obligated amount for these services is \$2,143,408.

B.7 RATES FOR REIMBURSABLE CONTRACT SERVICES

1. HOURLY RATES

The following rates shall be used in pricing reimbursable contract services. In the event that the Contractor shall be required to perform any basic contract services - or a portion thereof - during other than the Contractor's Regular Working Hours (refer to Section 3.2.1 for Contractor's Regular Working Hours) or on an overtime basis, the following hourly rates shall be used in pricing work orders under this contract:

BASE YEAR:	Regular Hourly Rate	Overtime Hourly Rate
<u>Labor Category</u>		
Electrician	34.28	39.18
General Mechanic	32.46	36.87
Facility Manager	40.77	40.77
Technical Manager	31.42	31.42
Pipefitter	32.46	36.87
Stationary Engineer	32.46	36.87
HVAC Mechanic	32.46	36.87
Sheet-metal Worker	32.46	36.87
Carpenter	32.46	36.87
Painter	32.46	36.87
Plumber	34.28	39.18
Helper	24.05	31.41
General Laborer	24.05	31.41
Fire Extinguisher Repairer	32.46	36.87
Parking Attendant	11.91	16.09

Section B

Locksmith	<u>32.46</u>	<u>36.87</u>
Installer/Repairer	<u>32.46</u>	<u>36.87</u>
Architectural Structural Mechanic	<u>32.46</u>	<u>36.87</u>

OPTION YEAR ONE:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	<u>34.00</u>	<u>39.18</u>
General Mechanic	<u>32.18</u>	<u>36.87</u>
Facility Manager	<u>41.91</u>	<u>41.91</u>
Technical Manager	<u>32.28</u>	<u>32.28</u>
Pipefitter	<u>32.18</u>	<u>36.87</u>
Stationary Engineer	<u>32.68</u>	<u>36.87</u>
HVAC Mechanic	<u>32.68</u>	<u>36.87</u>
Sheet-metal Worker	<u>32.18</u>	<u>36.87</u>
Carpenter	<u>32.68</u>	<u>36.87</u>
Painter	<u>32.68</u>	<u>36.87</u>
Plumber	<u>34.00</u>	<u>39.18</u>
Helper	<u>28.19</u>	<u>31.41</u>
General Laborer	<u>28.19</u>	<u>31.41</u>
Fire Extinguisher Repairer	<u>32.68</u>	<u>36.87</u>
Parking Attendant	<u>12.90</u>	<u>17.46</u>
Locksmith	<u>32.68</u>	<u>36.87</u>
Installer/Repairer	<u>32.68</u>	<u>36.87</u>
Architectural Structural Mechanic	<u>32.68</u>	<u>36.87</u>

OPTION YEAR TWO:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	<u>34.78</u>	<u>40.20</u>
General Mechanic	<u>32.91</u>	<u>37.81</u>
Facility Manager	<u>43.09</u>	<u>43.09</u>
Technical Manager	<u>33.16</u>	<u>33.16</u>
Pipefitter	<u>32.96</u>	<u>37.89</u>
Stationary Engineer	<u>33.41</u>	<u>37.81</u>
HVAC Mechanic	<u>33.41</u>	<u>37.81</u>
Sheet-metal Worker	<u>32.91</u>	<u>37.81</u>
Carpenter	<u>33.41</u>	<u>37.81</u>
Painter	<u>33.41</u>	<u>37.81</u>
Plumber	<u>34.78</u>	<u>40.02</u>
Helper	<u>28.81</u>	<u>32.21</u>
General Laborer	<u>28.81</u>	<u>32.21</u>
Fire Extinguisher Repairer	<u>33.41</u>	<u>37.81</u>
Parking Attendant	<u>13.13</u>	<u>16.72</u>
Locksmith	<u>33.41</u>	<u>37.81</u>
Installer/Repairer	<u>33.41</u>	<u>37.81</u>
Architectural Structural Mechanic	<u>33.41</u>	<u>37.81</u>

OPTION YEAR THREE:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	___ 35.58	___ 41.23
General Mechanic	___ 33.66	___ 38.78
Facility Manager	___ 44.21	___ 44.21
Technical Manager	___ 34.07	___ 34.07
Pipefitter	___ 33.76	___ 38.92
Stationary Engineer	___ 34.16	___ 38.78
HVAC Mechanic	___ 34.16	___ 38.78
Sheet-metal Worker	___ 33.66	___ 38.78
Carpenter	___ 34.16	___ 38.78
Painter	___ 34.16	___ 38.78
Plumber	___ 35.58	___ 41.23
Helper	___ 29.44	___ 33.03
General Laborer	___ 29.44	___ 33.03
Fire Extinguisher Repairer	___ 34.16	___ 38.78
Parking Attendant	___ 13.13	___ 16.72
Locksmith	___ 34.16	___ 38.78
Installer/Repairer	___ 34.16	___ 38.78
Architectural Structural Mechanic	___ 34.16	___ 38.78

OPTION YEAR FOUR:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	___ 35.58	___ 41.23
General Mechanic	___ 33.66	___ 38.78
Facility Manager	___ 45.39	___ 45.39
Technical Manager	___ 35.00	___ 35.00
Pipefitter	___ 33.76	___ 38.92
Stationary Engineer	___ 34.16	___ 38.78
HVAC Mechanic	___ 34.16	___ 38.78
Sheet-metal Worker	___ 33.66	___ 38.78
Carpenter	___ 34.16	___ 38.78
Painter	___ 34.16	___ 38.78
Plumber	___ 35.58	___ 41.23
Helper	___ 29.44	___ 33.03
General Laborer	___ 29.44	___ 33.03
Fire Extinguisher Repairer	___ 34.16	___ 38.78
Parking Attendant	___ 13.13	___ 16.72
Locksmith	___ 34.16	___ 38.78
Installer/Repairer	___ 34.16	___ 38.78
Architectural Structural Mechanic	___ 34.16	___ 38.78

2. FIXED UNIT PRICES (UNIT PRICE AGREEMENTS)

The Contractor shall perform Unit Price Agreement (UPA) work orders at the unit prices set forth in Attachment No. 12 "Unit Price Schedule" of the Contract. These unit prices include materials, labor and profit per unit of work required.

- d. The Contracting Officer will issue a letter to the Contractor not later than 15 work days following the month for which deductions have been assessed, informing the Contractor of the total monthly deductions taken for the associated period.
- e. Total deductions will be taken from the Contractor's monthly invoice.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

- 1. The following individuals are considered to be essential to the successful performance of the work hereunder:

(1) Facility Manager	"Robert" Khadadoost Nader	4/20/99 - 10/31/99
	Kathleen Fila	11/2/99 - 11/26/99
	David Dunn	2/1/00
(1) Technical Supervisor	Wayne Barrett	4/20/99 - 7/21/99
	Stanley Green	7/22/99 - 3/31/00
	David Ash Ghunaim	5/30/00 - 6/21/00
	Charles Morse	8/21/00 - 5/18/01
	Warren Goodall	8/6/01 - 8/20/01
	Joseph Nguyen	9/24/01

(MARCH 1996)
Page 1 of 10

BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS

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

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

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

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

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

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

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

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

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS -
(Page 2 of 10)

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

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

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position,

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS -
(Page 3 of 10)

or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

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

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

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

Supersession: These instructions supersede any previous billing instructions.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

Official Agency Billing Office
 U.S. Nuclear Regulatory Commission
 Division of Contracts MS: T-7-I-2
 Washington, DC 20555-0001
Payee's Name and Address

(a) Contract Number _____

Task Order No. (If Applicable) _____

(b) Voucher/Invoice # _____

(c) Date of Voucher/Invoice _____

(d) Fixed Fee _____

Individual to Contact
 Regarding this Voucher
 Name: _____

Tel. No.: _____

e) This voucher represents reimbursable costs for the billing period for the billing period
 from _____ through _____.

		Amount Billed	
		Current Period	Cumulative
f)	<u>Direct Costs</u>		
(1)	Direct labor*.....	_____	_____
(2)	Fringe benefits (%, if computed as percentage).....	_____	_____
(3)	Capitalized nonexpendable equipment (\$50,000 or more - see instructions)*.....	_____	_____
(4)	Non-capitalized equipment, materials, and supplies.....	_____	_____
(5)	Premium pay (NRC approved overtime).....	_____	_____
(6)	Consultants*.....	_____	_____
(7)	Travel*.....	_____	_____
(8)	Subcontracts*.....	_____	_____
(9)	Other costs*.....	_____	_____

Total Direct Costs _____

g) Indirect Costs

(A) Overhead _____ % of

_____ (Indicate Base).....

(B) General & Administrative Expense

_____ % of Cost Elements

Nos. _____

Total Direct & Indirect Costs _____

h) Fixed-Fee (Cite Formula): _____

i) Total Amount Billed.....

j) Adjustments.....

k) Grand Totals.....

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 5 of 10 (Cont.) - ATTACHMENT

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hrs. Billed</u>
Senior Engineer I	100	\$14.00	\$1400	975
Engineer	50	\$10.00	\$500	465
Computer Analyst	100	\$5.00	\$500	320
			<u>\$2400</u>	

3) Capitalized Non-Expendable Equipment

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

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @ \$150.00 = \$900.00
\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
(This was approved by NRC in letter dated 3/6/95).

6) Consultants' Fee

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

7) Travel

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
3/1/89	Wash., DC	\$200

INSTRUCTIONS FOR PREPARING
COST INFORMATION FOR NRC CONTRACT VOUCHERS/INVOICES

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U.S. Nuclear Regulatory Commission, Division of Contracts, MS: T-7-I-2, Washington, DC 20555-0001.

Vouchers/invoices delivered by hand, including delivery by express mail or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U. S. Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike - Mail Room, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice. The following guidance corresponds to the entries required on the sample form.

(a) Contract Number. Insert the NRC contract number.

Task Order Number, if applicable. Insert the task order number.

(b) Voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 7 of 10) -
ATTACHMENT 1 (Cont.)

- (c) Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- (d) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (e) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (f) 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 Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:
- | <u>Labor</u>
<u>Category</u> | <u>Hrs.</u>
<u>Billed</u> | <u>Rate</u> | <u>Total</u> | <u>Cumulative</u>
<u>Hrs.Billed</u> |
|---------------------------------|------------------------------|-------------|--------------|--|
|---------------------------------|------------------------------|-------------|--------------|--|
- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 8 of 10) -
ATTACHMENT 1 (Cont.)

- (4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.
- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultants. 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).
- (7) 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 | \$ |
- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.
- (g) Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.
- (h) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (i) Total Amount Billed. Insert the total amounts claimed for the current and cumulative periods.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 9 of 10) -
ATTACHMENT 1 (Cont.)

- (j) Adjustments. For cumulative amount, include outstanding suspensions.
- (k) Grand Totals.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 10 of 10) -
ATTACHMENT 2 (Cont.)

FEE RECOVERY BILLING REPORT

FIN: _____

Facility Name or Report Title:

TAC or Inspection Report Number:

(or other unique identifier)

Docket Number (if applicable): _____

Cost Categories	Period Amt.	Period Cost Incurred	Fiscal Year To Date Costs	Total Cumulative Costs
Labor				
Materials				
Subcontractor/ Consultant				
Travel				
Other (specify)				
Common Costs				
Total				

Remarks: _____

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