

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. RFPA: HR-12-329 FAIMIS: 122928		PAGE 1 OF 12	
2. CONTRACT NO. NRC-HQ-12-C-38-0079	3. AWARD/EFFECTIVE DATE See Block 31c	4. ORDER NO. NRC-HQ-12-T-38-0001	5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NO. (No Collect Calls)

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Rob Robinson, 301-492-3693 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541990 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) SIZE STANDARD: \$14 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A
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15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR BATTLE RESOURCE MANAGEMENT, INC. BRMI 5525 ADAMS RIDGE RD CLARKSVILLE MD 210291171 TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX:	CODE 3100
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This Task Order is issued under the base contract NRC-HQ-12-C-38-0079 - "HRTD Training and Support Services." The purpose of this Task Order is to develop an online version of the "Counterintelligence Awareness" course by converting the current Instructor-led training materials into a web-based course using Captive software.</p> <p>Task Order Period of Performance - Date of award - 9/15/2012 Total Task Order Ceiling: \$20,629.93</p> <p>Task Order Technical Monitor: Tamra Thompson, 301-492-2204 Task Order COR - Emaad Burki, 301-492-2294</p> <p>SBA#: 0373-12-202241</p> <p>See attached pages for additional terms and conditions and detailed statement of work.</p> <p align="center">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R#: 2012-84-51-H-192; Job Code: T8422; BOC: 251A Appro.#: 31X0200; Amount Obligated: \$20,629.93 DUNS#:15-128-8037; NAICS Code: 541990; APP#: 12-9710	26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$20,629.93
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>KAREN FOWES, Director Finance</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Erika Eam</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Karen Fowes	30c. DATE SIGNED 7/25/12
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Erika Eam Contracting Officer	31c. DATE SIGNED 7/25/2012

TEMPLATE - ADM001 **SUNSI REVIEW COMPLETE** **JUL 30 2012** **ADM002**

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A.1 PRICE/COST SCHEDULE

ITEM DESCRIPTION OF NO. SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001 Project Manager - Online Training Development		hour		
0002 Instructional Designer (Functional/Technical Analyst) - Online Training Development		hour		
0003 Courseware Developer (Mid) - Online Training Development		hour		
GRAND TOTAL ---				\$20,629.93
				=====

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE BASE CONTRACT

A.2 TASK ORDER STATEMENT OF WORK

Counterintelligence Training (Web-Based)

1.1 BACKGROUND

The NRC is required to have basic counterintelligence (CI) awareness training for all its employees by the end of FY 2012. The program is defined as a Defensive CI program. The goal of the CI training is to give NRC employees an understanding of counterintelligence (CI) as set forth by law, national policy and promulgated by the National Counterintelligence Executive (NCIX) which is part of the Office of the Director of National Intelligence.

The training is designed for those with little to no CI exposure or experience, and will focus on who is collecting information against the NRC; what information they are interested in, how they are collecting the information; and how NRC employees can protect themselves, the NRC, and its licensees.

1.2 TASK ORDER OBJECTIVE

The primary objective of this Task Order is to create an online version of the Counterintelligence Awareness course by converting the existing Instructor Led training materials into a web-based course by using Captivate software.

1.3 SCOPE OF WORK

The contractor must determine and propose the optimum performance order for the work described in section C.1.2. This work is summarized as follows:

The contractor, upon receipt of the Government Furnished Materials (to include training content in the form of PowerPoint slides and a script) and access to necessary NRC resources, must create an approximately ½ to 1 hour online CI training course that focuses on the basics of CI.

The NRC created the content of the training, including interactions (scenario, matching activity, and questions) and accompanying script. The NRC requires the contractor to take the existing training, and enhance it by adding 508-compliant narration, improving the presentation elements to increase the likelihood of participant engagement, and creating interactions to increase participant involvement with the material. Use of the NRC Editorial Style Guide is mandatory when creating this training.

This training is considered Official Use Only (OUO), and therefore requires that all contractors who work on the training have an appropriate clearance through the NRC.

Access to this training (and the materials to create the training) should be limited to a need-to-know basis.

The Contractor is responsible for completing the following deliverables:

- **Weekly Status Reports:** The contractor must develop weekly status reports and e-mail these to the NRC Human Resources Training Development (HRTD) Project Manager by COB each Friday for the duration of the project. Status reports must, in brief bullet points, state what was accomplished that week, what is planned for the next week, and what obstacles might cause delays or might need assistance from the Contracting Officer's Representative (COR) and/or the Technical Monitor TM.
- **Storyboards:** The contractor must develop a complete set of storyboards. Storyboards shall visually display every screen in the course. Storyboards shall include title screen and number; all interactions and paths; all text and feedback; descriptions of graphics, animation, and video (to include when and where they would appear); and indicate the source of graphics, animation, and video. Storyboards must be delivered electronically to the NRC COR and TM in a version compatible with Windows 2007.
- **Prototype:** The contractor must develop one complete and functional prototype with installation procedures. The prototype must have the same look, feel, and characteristics of the final product. The prototype must feature an example of all final product characteristics to include text, graphics, navigational paths, user controls, an example of an interaction, and review strategies that follow the course storyboards.

The contractor must work with the NRC iLearn team to ensure they are using development tools that are compatible with iLearn, and that the prototype runs smoothly on iLearn.

The prototype and subsequent versions must be tested on iLearn. The NRC COR and TM will give final approval for the prototype. The contractor shall fix any errors encountered during prototype testing.

The contractor will contact the iLearn technical team if they plan to include video, multiple multi-media images, or large sound files. For technical specifications, the contractor will be given a direct link to the iLearn team (iLearn Project Manager and Task Order COR is Emaad Burki).

The NRC does not encourage the use of hyper-links in their online learning programs primarily because they may not work when iLearn is accessed outside of the NRC network.

- **Alpha Version:** The contractor must develop an Alpha version. This version must be a completely functional course with all content. The Alpha version will be tested by the NRC project team. The course must contain:
 - SCORM - Courseware must be compliant with at least SCORM 1.2 or 2004 (4th edition) standards to be tracked by the NRC Learning Management System (LMS) iLearn (Plateau).
 - 508 Compliance - Courseware must be made available and accessible to users with disabilities in compliance with Section 508 standards.
 - Answer keys for all questions, knowledge checks, and assessments in Microsoft Word or Adobe Acrobat format.
- **Beta Version:** The contractor must develop a Beta version, and fix all errors identified in the Alpha review and testing. This version must be a completely functional course with all content. The Beta version will be treated as a pilot version of the course, and will be tested by a wide range of NRC employees selected by the Office of Nuclear Security and Incident Response (NSIR). Feedback from the Beta testing will be provided to the contractor, and revisions after Beta must be completed.
- **Final Product:** The contractor must develop a final version of the course and make all fixes identified in the Beta review and testing. This final product must meet Section-508 compliance and SCORM 1.2 or 2004 (4th edition) conformance. The contractor must deliver two (2) copies of the answer keys for all questions, knowledge checks, and assessments in Microsoft Word to the NRC COR and TM for testing, review, and approval. The contractor will deliver two (2) copies of the course on DVDs, in addition to ensuring the course runs on iLearn.

1.4 GENERAL INFORMATION

All terms and conditions, including but not limited to: personnel qualifications, labor categories, and labor rates, have already been negotiated and established under the Basic, Indefinite Delivery/Indefinite Quantity (IDIQ) Contract, NRC-HQ-12-C-38-0079.

1.5 PERSONNEL QUALIFICATIONS

(See Basic IDIQ Contract, NRC-HQ-12-C-38-0079.)

1.6 MILESTONE SCHEDULE

- A. Provide draft schedule for review by NRC within 5 days of Task Order award.
- B. Provide draft courseware for review by the NRC Contracting Officer Representative at a date to be determined.
- C. Within ten (10) business days of receipt of comments from the NRC, provide the final courseware with all corrections incorporated.

1.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

- CI Awareness Script
- CI Training slides (PowerPoint)
- (See Basic IDIQ Contract, NRC-HQ-12-C-38-0079.)

1.8 PERIOD OF PERFORMANCE

The period of performance for this task shall extend from the effective date of the task to **September 15, 2012**. Please note that this date is final.

1.9 RESTRICTIONS ON OUTSIDE USE OF OUO MATERIAL

All training material and data collected as a part of this project is the property of the NRC. It may not be used for marketing purposes (to include web sites, blogs, competitions, and any other marketing venues), or be shared with any other government agency, private company, or organization for any reason without prior permission from NRC's NSIR and NRC's Office of Training and Development (HRTD). This prohibition is indefinite, with no time limits.

Under no circumstance should any contractor involved in this project provide any data to the media or talk to the media about the project or results stemming from the project.

A.3 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on the Date of Award and will expire on **September 15, 2012**.

A.5 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.6 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, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

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

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

A.7 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 26, 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.

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).

**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.
- 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 Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative 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.

(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.

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>Costs</u>	<u>Amount Billed</u>		<u>(a) Direct</u>
	<u>Current Period</u>	<u>Cumulative</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

Labor

<u>Category</u>	<u>Hours</u>	<u>Burdened Billed</u>	<u>Rate</u>	<u>Cumulative Total</u>	<u>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

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 = \$ 900
 \$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 = \$20,000
 \$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 (+/-)	- 0
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.

MEMORANDUM OF NEGOTIATION

Contractor:	Battle Resource Management, Inc. (BRMi)
Contract No.:	NRC-HQ-12-C-38-0079
Task Order No.:	NRC-HQ-12-T-38-0001
RFPA #:	HR-12-329
Total Task Order Ceiling:	\$20,629.93
Obligated Amount this Action:	\$20,629.93
Contracting Officer Representative:	Emaad Burki, HRTD
Task Order Technical Monitor:	Tamra Thompson, HRTD
Contract Specialist	Rob Robinson, RRG
Contracting Officer	Erika Eam, RRG

PURPOSE

The purpose of this Task Order is to develop an online version of the "Counterintelligence Awareness" course by converting the material from the current Instructor-led course.

- The issuance date of the Task Order is within the period of the basic contract.
- The services ordered are within the contract scope of work.
- The Labor Rates are included in the Basic Contract and were awarded based off of a GSA MOBIS schedule, and are therefore considered fair and reasonable. The Labor Category is also considered professional services and therefore is not subject to the laws and provisions of the Davis Bacon Act.
- The category of personnel and their level of effort in the Task Order have been reviewed to be in accordance with the technical request.
- The subject Task Order is recommended for signature by the Contracting Officer.

DISCUSSION

On July 12, 2012, the Program Office notified the Division of Contracts, by way of RFPA# HR-12-329, of the need to issue a new Task Order against the "HRTD Training and Support Services" contract in order to meet an agency-wide training requirement for FY2012. "Counterintelligence Awareness" is an agency-wide training requirement as set forth by law, national policy, and promulgated by the National Counterintelligence Executive (NCIX), which is part of the Office of the Director of National Intelligence. The development of an online version of the course is expected to facilitate and expedite the completion of this training by all NRC employees before the end of FY2012.

The Contracting Officer's Representative (COR) confirmed that this work was necessary and within the confines of the Basic IDIQ Contract's statement of work. The Technical Monitor submitted an Independent Government Cost Estimate (IGCE) with the RFPA, which was revised on 7/18/2012 to include the base contract rates and labor categories.

On July 24, 2012, the Contract Specialist reviewed the Basic Contract, awarded on July 3, 2012, and confirmed that the work was in the scope of the contract's Statement

of Work and that the IGCE conformed to the agreed upon labor categories and corresponding rates.

The Task Order was issued to BRMi for signature on July 24, 2012. BRMi is the only awardee on this 8(a) IDIQ contract, therefore competition was not required for this Task Order. The Task Order was not subject to OGC review because the total Task Order value is under the Simplified Acquisitions Threshold and is not awarded to a company involving any former NRC employees. The Task Order was fully executed on July 24, 2012.

COST ANALYSIS

The Contract Specialist (CS) reviewed the proposed price for the Task Order and determined it was fair and reasonable because:

- The Labor Rates are included in the Basic Contract and were awarded based off of a GSA MOBIS schedule, and are therefore considered fair and reasonable. The Labor Category is also considered professional services and therefore is not subject to the laws and provisions of the Davis Bacon Act.

Because the rates were previously agreed upon by the NRC and because they are part of a current GSA MOBIS schedule, they are still considered fair and reasonable. The proposed labor hours and level of effort have been determined to be sufficient based upon the Technical Monitor's IGCE.

CONGRESSIONAL NOTIFICATION

Congressional notification is required for awards that exceed \$500,000.00 according to guidelines set in AAPD 02-13. This award does not exceed \$500,000.00 therefore, notification is not required for this Task Order.

RECOMMENDATION

Based on the above discussion, the recommendation is that the Contracting Officer signs the NRC-HQ-12-T-38-0007.

Rob Robinson

Rob Robinson Date 7/24/12
Contract Specialist
DC/RRG

Erika Eam
Contracting Officer Date