

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER AUG 15 2012		2. CONTRACT NO. (If any) NRC-HQ-11-C-02-0084		6. SHIP TO:	
3. ORDER NO. T004		4. REQUISITION/REFERENCE NO. NMS-12-057		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Daniel App Washington, DC 20555 Mail Stop: TWB-01-B10M		7. TO		b. STREET ADDRESS Brenda DuBose Mail Stop: E1D2M	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE		b. COMPANY NAME		c. CITY Washington	
c. STREET ADDRESS 6220 CULEBRA RD		d. STATE TX		d. STATE DC	
d. CITY SAN ANTONIO		e. STATE TX		e. ZIP CODE 20555	
9. ACCOUNTING AND APPROPRIATION DATA Obligate: \$36,759.00 B&R: 12-50-38-4-149 Job: J5687 Boc: 252A APPN: 31x0200 DUNS: 007936842 NAICS: 541990 PSC: R421 FAIMIS: 122659		10. REQUISITIONING OFFICE NRR		f. SHIP VIA	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B POINT Destination		8. TYPE OF ORDER	
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> a. PURCHASE	
<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		REFERENCE YOUR _____	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		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.	
<input type="checkbox"/> f. EMERGING SMALL BUSINESS		<input type="checkbox"/> h. EMERGING SMALL BUSINESS		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.	
13. PLACE OF a. INSPECTION		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) March 31, 2012	
b. ACCEPTANCE		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 Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for Mixed Oxide Fuel Fabrication Facility Application Reviews."</p> <p>Total CPFF: \$62,469.00</p> <p>Total obligated amount: \$36,759.00</p> <p>Period of Performance: Date of Award through September 30, 2013</p> <p>Technical Monitor: James Downs, 301-492-3232 NRC Project Officer: Brenda DuBose 301-492-3247</p> <p>List of Attachments: Statement of Work</p> <p>TOTAL TASK ORDER CEILING.....\$62,469.00</p> <p>DUNS: 007936842</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Department of Interior / NBC NRCPayments@nbc.gov		b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		c. CITY Denver	
d. STATE CO		e. ZIP CODE 80235-2230		CPFF \$62,469	
22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		17(h) TOTAL (Cont. pages)	
SEE BILLING INSTRUCTIONS ON REVERSE				17(i) GRAND TOTAL	

AUTHORIZED FOR LOCAL REPRODUCTION
TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 16 2012

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA FAR 48 CFR 53.20

ADM002

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Signature: 

Name: R. B. Kalmbach

Title: Executive Director, Contracts

Date: August 15, 2012

TASK ORDER TERMS AND CONDITIONS

1. CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

- (a) The total estimated cost to the Government for full performance of this contract is **\$62,469** of which the sum of **\$57,868** represents the estimated reimbursable costs, and of which **\$4,601** represents the fixed fee. In the event that the Government exercised optional tasks, the task order shall increase as follows:
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to this contract is **\$36,759**, of which the sum of **\$34,052** represents the estimated reimbursable costs, and of which **\$2,707** represents the fixed fee.

2. TASK/DELIVERY ORDER PERIOD OF PERFORMANCE

The period of performance of this order shall be **August 2, 2012** through **September 30, 2013**.

3. 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

- (a) Total expenditure for travel may not exceed **\$8,595** without the prior approval of the contracting officer.
 - (b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.
 - (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.
 - (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
 - (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-
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4. 2052.215-70 KEY PERSONNEL (JAN 1993)

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

<u>Name</u>	<u>Title</u>
Dr. Todd Mintz	Project Manager
Dr. A. Chowdhury	Principal Investigator

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.

5. PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

STATEMENT OF WORK

PROJECT TITLE: TECHNICAL ASSISTANCE FOR MIXED OXIDE FUEL FABRICATION FACILITY APPLICATION REVIEWS"

NRC TECHNICAL PROJECT MANAGER: James R. Downs (301) 492-3232

NRC TECHNICAL ASSISTANCE PROJECT MANAGER: Brenda J. DuBose (301) 492-3247

JOB CODE: J5687

FEE RECOVERABLE Yes

TAC/DOCKET NO. To Be Provided Under Issuance of Each Task Order

1.0 Background

The Office of Nuclear Material Safety and Safeguards (NMSS) is responsible for regulating activities which provide for the safe and secure production of nuclear fuel used in commercial nuclear reactors. Specially, NMSS develops, implements, and evaluates overall agency safety policy for fuel cycle and special nuclear material (SNM) facilities licensed under the Atomic Energy Act of 1954, as amended, or certified in accordance with the Energy Policy Act of 1992. The Division of Fuel Cycle Safety and Safeguards (FCSS) within NMSS, directs the U.S. Nuclear Regulatory Commission's (NRC) principal licensing, certification, inspection, environmental reviews, and other regulatory activities associated with these facilities to assure adequate safety and safeguards.

There are several fuel cycle facilities in possession of licenses issued by the NRC, or with an application under review, in pursuit of a license to operate. The Mixed Oxide (MOX) Fuel Fabrication Facility (MFFF) was issued a Construction Authorization in March 2005, for a location at the Savannah River Site in South Carolina. In December 2010, the NRC published its Final Safety Evaluation Report for the License Application to possess and use radioactive material at the Mixed Oxide Fuel Fabrication Facility. As MOX has begun to expand construction, there have been continuing technical and engineering issues requiring review.

The NRC uses the regulations in Title 10 of the Code of Federal Regulations (10 CFR) Parts 20, 30, 40, 51, 70, and 76 to perform a licensing and construction review of these fuel cycle facilities.

2.0 Objective

The NRC requires contractor technical expertise to assist with the licensing and inspection program and activities for MOX. NMSS requires contractor support to provide access to experts with competencies and highly specialized skills in the areas of, but not limited to; materials engineering, quality assurance, areas of structural and geotechnical engineering, electrical engineering, mechanical engineering, instrumentation and control, software engineering, quality assurance, materials testing, risk analysis, hydrology, and fire technology in support of the following: acceptance reviews of Licensing Amendment Request (LARs), preparation of safety evaluation reports (SER), support of Advisory Committee on Reactor Safeguards (ACRS) presentations.

3.0 Period of Performance and Level of Effort

The estimated level of effort for this task order during Fiscal Year 2012 is 0.05 FTE. The period of performance of this task order shall begin upon award and will expire on September 30, 2013. The estimated level of effort during Fiscal Year 2013 is 0.15 FTE.

4.0 Scope of Work

The contractor shall provide the personnel, materials, and facilities necessary to perform the work ordered by the NRC under the issuance of this task order. Specifically, the contractor shall prepare and provide Requests for Additional Information (RAI) to operations building submittal; review applicant responses to RAIs for adequacy; provide draft and final input for the Safety Evaluation Report (SER), and research and prepare documents needed by the NRC's Office of General Counsel staff for hearing briefs and other Atomic Safety Licensing Board (ASLB) submittals. The following are descriptive types of tasks that may be assigned by issuance of this task order:

Structural and Geotechnical Engineering Capabilities. This area may include evaluating (i) design capacity, (ii) structural analyses, (iii) seismic qualification, (iv) structural repair, (v) petrographic analyses, and (vi) advanced concrete design as required.

Electrical Power Distribution. This area may include evaluations of (i) electrical design coordination, (ii) short circuit analyses, and (iii) electrical loading evaluation.

Mechanical Engineering and Materials Science. This area may include (i) inspection of mechanical equipment and evaluation of Non-Destructive Testing (NDT) techniques for both welded and stressed structures, (ii) materials testing including fatigue, stress corrosion cracking, and localized corrosion, (iii) analysis and design of mechanical systems, (iv) mechanical testing, (v) materials testing, (vi) root cause analyses, and (vii) nondestructive evaluation including radiography.

Risk Analyses. This area may include (i) hazard analyses; (ii) event sequence analyses; (iii) fault tree methodologies to determine the reliability of structure, systems, and components; and (iv) consequence and performance analyses.

Additional Work Requirement

The contractor shall provide support, as needed, for: (1) review of license amendments and on-site inspections; (2) evaluation of beyond design basis events stemming from the NRC analysis of the Fukushima Dai-ichi event in Japan; and (3) oral testimony to support NRC documentation related to the admitted contentions as identified by NRC staff.

5.0 Technical Skills and Expertise

All personnel performing work under this task order shall have pertinent technical experience by discipline and technical area. The individuals should have knowledge of the NRC applicable regulations and guidance under 10 CFR Parts 20, 30, 40, 51, 70, 76, and the applicable license applications. It is the responsibility of the contractor to propose technical staff, employees, subcontractors or specialists who have the required educational background, experience, or combination thereof, to meet both the technical and regulatory objectives of the work specified in the task order Statement of Work. The number of personnel required will vary during the course of the task order.

If work under this task order will be subcontracted or performed by subcontractors or consultants, the contractor shall obtain the NRC Contracting Officer's written approval of the subcontractors or consultant prior to initiation of the subcontracted effort. Conflict of interest considerations shall apply to any subcontracted effort.

6.0 Meetings and Travel

For planning purposes, it is estimated the contractor may be expected to make 5 site visits during this period of support to the Mixed Oxide Fuel Fabrication Facility at the Savannah River Site, South Carolina. The duration of the site visit is estimated at 2-3 days. Additional meetings between the contractor and the NRC staff, the applicant/licensee, and possibly the licensee's architectural/engineering firm may be required. Should it be determined that travel to an as yet unidentified location is required, a modification to the task order will be issued by the NRC Contracting Officer.

7.0 Deliverables and Schedule

Deliverable	Completion Date
Deliverable 1: Prepare and provide Requests for Additional Information (RAI) to operations Building submittal	1 month after receipt of applicant submittal
NRC to provide comments to the contractor on RAIs	2 weeks following receipt of contractor input

Deliverable 2: Review applicant responses to RAIs for adequacy and provide additional RAIs if necessary.	1 month after receipt of responses for additional information
Deliverable 3: Provide draft input for the Safety Evaluation Report.	3 weeks after receipt of responses to Requests for Additional Information
NRC to provide comments to the contractor on the Draft Safety Evaluation Report	4 weeks after the receipt of the Draft Safety Evaluation Report
Deliverable 4: Provide final input for the Safety Evaluation Report	1 month after receipt of comments from NRC
Deliverable 5: Research and prepare documents needed by the NRC's Office of the General Counsel staff for hearing briefs and other ASLB submittals.	3 weeks following request from NRC OGC
Provide oral testimony as needed to support NRC documentation related to the admitted contentions as identified by NRC staff.	Optional Work: Date To Be Determined

The schedule for deliverables is subject to change. The NRC will notify the contractor prior to any changes to this schedule.

8.0 NRC Furnished Material

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC-furnished materials section of the task order. In general, the TPM will provide those NRC documents related to the task order that is readily available. Contractor staff will identify any additional NRC documentation that is needed and the TPM will determine whether it will be provided by NRC or obtained directly by the contractor from the ADAMS, the NRC Public Document Room, or the NRC public Web site. Any materials furnished by the NRC must be returned to the NRC upon completion of the task order, at the discretion of the NRC TPM.

NRC will provide the following information to the contractor as appropriate:

- License application and integrated safety analysis summary

- Applicants' responses to requests for additional information
- Applicable correspondence between the NRC and the applicant
- Applicable hearing documents
- Applicable NRC regulations and guidance material
- Other applicable information and documents necessary to perform the requested tasks under each task order

9.0 NRC Technical Assistance Project Manager and Technical Project Monitor

NRC TAPM for this contract is:

Brenda J. DuBose
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Program Planning, Budgeting and Program Analysis Staff
Mail Stop: EBB-1-D2M
Washington, DC 20555
(301) 492-3247
Brenda.DuBose@nrc.gov

NRC TPM for this contract is:

James R. Downs
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Division of Fuel Cycle Safety and Safeguards
Mail Stop: EBB-2-C40
Washington, DC 20555
(301) 492-3232
James.Downs@nrc.gov

Technical instructions may not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost, schedule, or period of performance. The NRC TPM is responsible for providing technical guidance to the contractor regarding staff interpretations of the technical aspects of regulatory requirements along with copies of relevant documents when requested by the contractor. All work products must be reviewed and approved by the NRC TPM before they are submitted as final documents. All technical direction given to the contractor must be consistent with the work scope and schedule. The NRC TPM is not authorized to unilaterally make changes to the approved work scope or schedule or give the contractor any direction that would increase costs over approved levels.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows:

6. 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>

7 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.

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

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

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

A.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

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

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

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

A.10 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, biobased, 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.11 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.

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT 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 MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Reimbursement requests 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 the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit requests 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
COST REIMBURSEMENT 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 (s) 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 invoiced 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 Cost Reimbursement Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT 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.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.

i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT 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 required 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. 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 Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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- (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) **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.
- (4) **Contractor-acquired property (under \$50,000), Materials, and Supplies**. These are equipment other than that described in (3) 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.
- (5) **Premium Pay**. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) **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).
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**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

(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	\$

(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.)

(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.

o. 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 requested.

p. Fixed-Fee. If the contract provides for a fixed-fee, it must be reimbursed as indicated in the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

(1) The NRC will withhold payment of 15% of the negotiated contract fixed-fee amount, not to exceed \$100,000.

(2) If the fee withholding amount has reached \$100,000, the contractor may resume billing the NRC for the balance of its fee under subsequent invoices for work completed.

(3) Any fee amounts withheld by the NRC will be paid to the contractor during contract closeout in increments, following the submission/settlement of indirect rate proposals in accordance with FAR 52.216-8 (JUN 2011).

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

r. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

s. Grand Totals.

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT 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 labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3)	Government property (\$50,000 or more)	\$ _____	\$ _____
(4)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(5)	Premium pay (NRC approved overtime)	\$ _____	\$ _____
(6)	Consultants Fee	\$ _____	\$ _____
(7)	Travel	\$ _____	\$ _____
(8)	Subcontracts	\$ _____	\$ _____
(9)	Other costs	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
(b)	<u>Indirect Costs</u> <i>(provide the rate information applicable to your firm)</i>		
(10)	Overhead ___ % of _____ (Indicate Base)	\$ _____	\$ _____
(11)	General and Administrative (G&A) ___ % of _____ (Indicate Base)	\$ _____	\$ _____
	Total Indirect Costs:	\$ _____	\$ _____
(c)	<u>Fixed-Fee:</u>		
(12)	Fixed-Fee Calculations:		
	i. Total negotiated contract fixed-fee percent _____ and amount \$ _____		
	ii. 85% allowable fee amount \$ _____		
	iii. Cumulative fee billed on prior invoices \$ _____		
	iv. Fee due this invoice <i>(not to exceed 85% of fee earned based upon negotiated contract fee percentage)</i> \$ _____		
	<i>Note: The fee balance withheld by NRC may <u>not</u> exceed \$100,000.</i>		
	Total Fixed-Fee:	\$ _____	\$ _____

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

(d)	Total Amount Billed	\$ _____	\$ _____
(e)	Adjustments (+/-)	\$ _____	\$ _____
(f)	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 Labor - \$2,400**

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$14.00	\$1,400	975
Engineer	50	\$10.00	\$ 500	465
Computer Analyst	100	\$ 5.00	<u>\$ 500</u>	<u>320</u>
			<u>\$2,400</u>	1,760 hrs.

2) **Fringe Benefits - \$480**

Fringe @ 20% of Direct Salaries

<u>Labor Category</u>	<u>Salaries</u>	<u>Fringe Amount</u>
Senior Engineer I	\$1,400	\$280
Engineer	\$ 500	\$100
Computer Analyst	<u>\$ 500</u>	<u>\$100</u>
	<u>\$2,400</u>	<u>\$480</u>

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

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

4) **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
	<u>\$2,000</u>

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150
(EX: Premium pay for this individual was approved and authorized under this contract by the NRC Contracting Officer by letter dated 6/1/2011.)

6) Consultants' Fee - \$100

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

7) 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

8) 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.)

9) Other Costs - \$5,100

Honorarium for speaker at American Nuclear Society conference = \$5,000
Nuclear Planet Journal subscription fee = \$100

10) Overhead Expense - \$41,148

Overhead @ 40% of Total Direct Costs

11) General and Administrative (G&A) Expense - \$22,784

G&A @ 20% of Total Costs, excluding subcontracts and consultants

12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%
Fixed-Fee Calculations:

i. Total contract fixed-fee \$100,000

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000
- iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$8,218

Total Amount Billed	\$175,020
Adjustments (+/-)	<u>- 8,218</u>
Grand Total	\$166,802