

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

1. REQUISITION NO. **RFPA: HR-13-312**
FAIMIS: 131824
 PAGE 1 OF 11
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE
 8. OFFER DUE DATE/LOCAL TIME

2. CONTRACT NO. **NRC-38-10-723A**
 3. AWARD/EFFECTIVE DATE **See Block 16c**
 4. ORDER NO. **NRC-HQ-13-T-38-0021**
 7. FOR SOLICITATION INFORMATION CALL:
 a. NAME

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
 UNRESTRICTED OR SET ASIDE: **100** % FOR:
 SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: **611430**
 HUBZONE SMALL BUSINESS
 EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (8(A)) SIZE STANDARD: **Y \$10,000,000.00**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

 13b. RATING **N/A**
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

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**

17a. CONTRACTOR/OFFEROR CODE
**SUNTIVA, LLC
 SUNTIVA EXECUTIVE CONSULTING
 7600 LEEBSBURG PIKE STE 440E
 FALLS CHURCH VA 220432004
 TELEPHONE NO. DUNS: 167032239**
 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:

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
	This Task Order is issued under the Basic Contract NRC-38-10-723A, "Organization Development Intervention." The purpose of this Task Order is to conduct an Organizational Development Intervention in order to enhance current leadership abilities and improve the current work climate in Region IV. Task Order Period of Performance: Date of Award - 11/30/2013 Total Task Order Ceiling: \$66,250.89 Total Amount Obligated (with this action): \$66,250.89 SBA#: 0353/10/007890 See attached pages for additional terms and conditions and detailed Statement of Work. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
**B&R#: 2013-84-51-N-192; Job Code: T8477; BOC: 252A
 Appro.#: 31X0200; Amount Obligated: \$66,250.89
 DUNS#: 167032239; NAICS Code: 611430; APP-13-12572**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
NTE \$66,250.89

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

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

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Kim Waldman
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Kim Waldman VP
 30c. DATE SIGNED
4/16/13

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Erika Eam
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Erika Eam Contracting Officer
 31c. DATE SIGNED
4/17/2013

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
 Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

APR 17 2013

ADM002

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A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Sr. OD Consultant	227.00	hour	[REDACTED]	[REDACTED]
0002	Program Manager	20.00	hour	[REDACTED]	[REDACTED]
0003	Project Manager	4.00	hour	[REDACTED]	[REDACTED]
0004	Travel (Not-To-Exceed)	1.00	NTE	[REDACTED]	[REDACTED]
GRAND TOTAL ---					\$66,250.89

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on the Date of Award and will expire on November 30, 2013.

A.3 STATEMENT OF WORK

I. Background

Regional Administrators and Division Directors make up the core of NRC executive senior leadership in a regional office. Their significant role in achieving the NRC mission requires that they perform at a constant and high performance level. For that reason, NRC has provided both coaching and 360 online assessments to all SES staff over the last several years.

The staff in a regional office is the "front-lines" of the NRC's effort to ensure safety; their ability to perform their jobs in a healthy work climate without undo distraction enables them to focus on ensuring that the licensees are performing safely and the public is adequately protected.

II. Goals

A. Create and sustain an improved work climate where all staff consistently demonstrate:

- Emotional intelligence in their work relationships
 - Highly effective communication
 - High employee engagement
- B. Improve overall leadership abilities of managers and staff

III. Expected Overall Outcomes

- A. Continued leadership team alignment to NRC mission and values
- B. Underlying trust issues identified with plans developed and being implemented to strengthen trust and improve working relationships
- C. Opportunities available for open constructive dialogue
- D. Leaders are supporting each other (so goes any one group – so goes the Region)
- E. Healthy communication mechanisms are in place
- F. Leaders have identified areas of strength and areas for improvement related to the leadership competencies/skills

IV. Services and Deliverables

- A. Review the results of the NRC Fall 2012 OIG Safety Culture and Climate Survey (SCCS) results with Regional Administrator (RA) and Deputy Regional Administrator (DRA) to identify significant changes from last survey, significant differences between the NRC overall and Region IV, and key areas for improvement. (Estimated 10 hours – Senior OD Consultant)
- B. Formulate proposed specific topics for improvement, overarching goals and expected outcomes for Region IV. (Estimated 10 hours – Senior OD Consultant)
- C. Develop a plan to engage staff around the specific topics and goals to improve the work climate and overall leadership abilities in Region IV. (Estimated 10 hours – Senior OD Consultant)
- D. Help design and facilitate an “All Staff” meeting in the spring of 2013 to communicate the results of the SCCS, proposed specific areas to improve, overarching goals, and expected future actions. (Estimated 25 hours – Senior OD Consultant)
- E. Coach, develop, and support Region IV action teams (as many as five (5) teams comprised of regional staff and managers) who will be charged with developing improvement actions and activities, monitoring the progress, reporting wins and identifying opportunities for enhancements. (Estimated 45 hours – Senior OD Consultant)
- F. Work with the RA and the senior leadership team to develop a strategic communications plan for 2013 to help drive highly interactive discussions of Region IV’s goals and commitment to improve. (Estimated 15 hours – Senior OD Consultant)
- G. Prepare a proposed internal communications plan that includes tools, methods and strategies for informing and supporting Region IV’s effort to create and sustain more positive and supportive work climate and improved leadership abilities. (Estimated 20 hours – Senior OD Consultant)
- H. Provide advice to the RA and the senior leadership team on:
 - 1) potential areas that need improvement or enhancing in Region IV to improve the work climate, the leadership ability, and overall regional performance,
 - 2) how to design and implement actions and activities to improve the work climate, the leadership ability, and overall regional performance, and

3) how the senior leadership team (individually and collectively) and the expanded leadership team (as a whole) can improve their leadership performance. (Estimated 30 hours – Senior OD Consultant)

- I. Team Leadership Coaching: Engage the Region IV leadership team (RA, DRA, DDs, and DDDs) in a series of bi-monthly ½ day team development sessions including providing relevant training/leadership development on topics such as leadership presence, building trust, managing conflict, being transparent, aligning goals with performance and how to apply that with their staff in the Region. (4 sessions starting in June) (Estimated 48 hours – Senior OD Consultant, 6 Program Manager)
- J. Coordinate efforts between the Senior OD Consultant, Suntiva Program Manager, and the NRC Project Manager/COR. This will also include review of materials and general quality assurance. (14 hours Snr OD Consultant, 14 hours Program Manager, 4 hours Project Manager).

V. Travel

Travel is an anticipated expense for this Task Order, as the services will need to be conducted in the Region IV office (Arlington, Texas). The Contractor's travel must be conducted in accordance with USNRC Government Travel Regulations, as well as supporting documentation submitted with the invoices, in accordance with the Task Order Billing Instructions.

VI. Roles and Responsibilities

Region IV is responsible for administrative and logistical activities that will be required in this work order, including travel, and scheduling meetings with the consultants at mutually convenient times. The consultants will be responsible for providing deliverables and services as identified in this work order and mutually agreed upon between client and consultant.

VII. Projected Level of Effort

Contract Labor Category	Labor Rate	Estimated Level of Effort	Total
Sr. OD Consultant	[REDACTED]	227 hours	[REDACTED]
Program Manager	[REDACTED]	20 hours	[REDACTED]
Project Manager	[REDACTED]	4 hours	[REDACTED]
ODC			
Travel		Not-to-Exceed	[REDACTED]
TOTALS			\$66,250.89

* Contractor shall not exceed the Total or perform work other than the labor categories identified here without prior authority from the Contracting Officer, which would necessitate written modification to the Task Order.

Period of Performance:

All services shall begin no earlier than the date of award and must be completed by November 30, 2013. If services cannot be completed by the period of performance end date, then written justification must be provided to the COR. The period of performance can only be extended by the Contracting Officer, by way of written modification to the Task Order.

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

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

SAMPLE SUPPORTING INFORMATION

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

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Hours Category</u>	<u>Burdened Billed</u>	<u>Rate</u>	<u>Cumulative Total</u>	<u>Labor Hours Billed</u>
Senior Engineer I	100	[REDACTED]	[REDACTED]	975
Engineer	50	[REDACTED]	[REDACTED]	465
Computer Analyst	100	[REDACTED]	[REDACTED]	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.)

\$99,580
0
 \$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.