

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

1. REQUISITION NO. HR-13-446
 FAIMIS: 133285
 PAGE 1 OF 11

2. CONTRACT NO. NRC-38-10-723A
 3. AWARD/EFFECTIVE DATE See Block 16c
 4. ORDER NO. NRC-HQ-13-T-36-0026
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME
 b. TELEPHONE NO. (No Collect Calls)
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Attn: Rob Robinson, 301-492-3693
 Mail Stop: 3WFN-05C64-MP
 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 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 15 MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS N/A
 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: 3WFN-05C64-MP
 Washington, DC 20555
 CODE 3100

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
 SUNTIVA, LLC
 SUNTIVA EXECUTIVE CONSULTING
 7600 LEESBURG PIKE STE 440E
 FALLS CHURCH VA 220432004
 TELEPHONE NO. DUNS: 167032239 DUNS*4:
 18a. PAYMENT WILL BE MADE BY NRC Payments
 NRCPayments@nrc.gov
 U.S. Nuclear Regulatory Commission
 11555 Rockville Pike, Mailstop O3-E17A
 Rockville, MD 20852-2738
 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 initiate an OD Intervention in order to improve communications and interactions within the Division of Reactor Safety (DRS) in Region II. Task Order Period of Performance: Date of Award - 12/31/2013 Total Task Order Ceiling: \$7,742.40 Total Amount Obligated (with this action): \$7,742.40 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: \$7,742.40
 DUNS#: 167032239; NAICS Code: 611430; APP-15-12674
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
 NTE \$7,742.40

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 *Kimberly Waldman*
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Kimberly Waldman
 30c. DATE SIGNED 08/17/13
 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 8/8/2013

TEMPLATE - ADM001
 SUNSI REVIEW COMPLETE
 AUG 26 2013
 ADM002

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A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Senior OD Consultant	27	hour	\$241.9500	\$6,532.65
0002	Program Manager	5	hour	\$241.9500	\$1,209.75
GRAND TOTAL ---					\$7,742.40

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 December 31, 2013.

A.3 STATEMENT OF WORK

Background

The mission of the Division of Reactor Safety (DRS) in RII is to ensure the protection of public health and safety and to protect the environment. [DRS] is committed to conducting effective and efficient inspection, evaluations, licensing actions and providing technical support in the areas of engineering, maintenance, radiological controls, emergency preparedness, operator licensing and security. [DRS] will maintain a well-trained and qualified staff which will be provided the necessary tools to support the agency's success goals, promote openness and honesty with licensees, headquarter, the other division and themselves; foster an environment which values respect for others, personal development and a balance between personal and work lives.

Recently, issues have been brought to the attention of DRS management regarding communications and interactions within Engineering Branch 3 of DRS. With the support of the Division Director, they have agreed to enlist the aid of the agency's organizational development contract to perform an intervention (which includes coaching for the Branch Chief) in order to help them with their challenges and build a stronger team.

Deliverables

Specifically, RII requires that Suntiva, under Contract No.: NRC-38-10-723A, provide the following services and deliverables to the Division Director:

Phase I (1-4 weeks)

Senior OD Consultant

- a. Meet with Division Director initially to discuss challenges and desired outcomes for the intervention, and other senior management personnel the Branch Chief has identified in the past. (Estimated 1 hour - Senior OD Consultant)
- b. Review background material to prepare questions for interviews with selected management personnel. (Estimated 2 hours – Senior OD Consultant)
- c. Meet with Division Director to review questions (Estimated 1 hours – Senior OD Consultant)
- d. Conduct interviews of selected management. (Estimated 5 hours – Senior OD Consultant, 1 hour Program Manager)
- e. Present a report of findings and recommendations to Division Director. (Estimated 3 hours – Senior OD Consultant, 1 hour Program Manager)
- f. The Suntiva Consultant/Coach will liaise with the Suntiva Program Manager and NRC Contracting Officer's Representative (COR) to ensure the work is delivered on time, on budget and is of high quality. The effectiveness of the work will be evaluated per the NRC's OD contractual requirements. (Estimated 3 hours – Senior OD Consultant, 1 hour – Project Manager)

Phase II (to begin immediately following Phase I)

- a. Coach the Branch Chief to include the four specific areas for improvement identified by management, which are:
 - a. Set clear expectations for Branch priorities
 - b. Solicit input from Branch before decisions are made that impact the Branch; once decisions are made, communicate outcomes/reasons for the decisions to the Branch
 - c. Ensure credit is given for the work performed by Branch members as appropriate
 - d. As the supervisor of the traveling inspectors, when accompanying them on an inspection, ensure that roles and responsibilities are clearly defined and engagement is at the appropriate level.(Estimated 12 hours including prep time – Senior OD Consultant, 2 hours – Program Manager)

Expected Overall Outcomes

Phase I

- Clearly defined client/consultant objectives regarding scope and expectations
- Clearly defined actionable/effective strategies for achieving success

Phase II

- Improved staff/management awareness of problems, skills developed to address work environment issues, and the ability to solve problems collaboratively
- Enhanced skill sets of Branch Chief to identify and address difficult situations (demonstrate examples of how Branch Chief addressed identified concerns noted above)

Projected Level of Effort

Contract Labor Category	Labor Rate	Estimated Level of Effort	Total*
Phase I			
Senior OD Consultant	\$241.95	15	\$3,629.25
Program Manager	\$241.95	3	\$725.85
ODCs	\$0		\$0
Sub-Total (Phase I)			\$4,355.10
Phase II			
Senior OD Consultant	\$241.95	12	\$2,903.40
Program Manager	\$241.95	2	\$483.90
ODCs	\$0		\$0
Sub-Total (Phase II)			\$3,387.30
Total			\$7,742.40

* Contractor shall not exceed the Total without prior authority from 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 ELECTRONIC PAYMENT (MAY 2013)

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 vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

A.6 BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (MAY 2013)

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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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 Time-and-Materials/Labor-Hour Type Contracts (July 2011).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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 (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. **Taxpayer Identification Number.** The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs))).
- d. **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.

- e. 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.**
- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. 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.
- i. 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.
- j. 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.
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. 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.

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

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

r. **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:	\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

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

SAMPLE SUPPORTING INFORMATION

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

Cost Elements:

1) Direct Burdened Labor - \$4,800

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

Burdened labor rates must come directly from the contract.

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

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

4. Definitions

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