SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					CFO-	1. REQUISITION NO. CFO-13-096 FAIMIS: 133803		PAGE 1 OF 12
2. CONTRACT NO	).	3. AWARD/EFFECTIVE DATE	4. ORDER NO.		5. SOL	ICITATION NU	JMBER	6. SOLICITATION ISSUE DATE
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FOR SOLICIT		a. NAME			b. TEL	EPHONE NO.	(No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY		COC	DE 3100	10. THIS ACQUISITION I	s 🗍 ur	RESTRICTED		E: % FOR:
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Washingt	ton DC 20555			Washingto	on DC 205	55		
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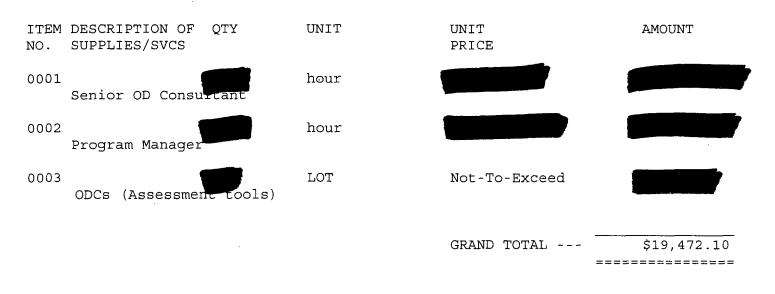


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# A.1 PRICE/COST SCHEDULE



# 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 April 30, 2014.

# A.3 STATEMENT OF WORK

# OCFO - Division of the Controller

# A.3.1 Background

The Division of the Controller provides technical advice, assistance, and interpretation to agency senior managers on the NRC's financial reporting, accounting, financial policy, financial systems, and financial operations activities. The Division defines requirements for, coordinates, and oversees an agency wide internal controls program to comply with the Federal Managers' Financial Integrity Act (FMFIA) of 1982 and OMB Circular A-123. The Division develops and administers policies, standards and procedures for all NRC financial systems and for NRC accounting and license fee activities. They develop and maintain financial systems for general accounting, cost accounting, fees, and capitalized property, prepare the agency's annual financial statements and other financial reports, administer the NRC's licensee fee program and provide managerial oversight of NRC's license fee policy functions. Each year, they develop and publish the NRC's fee rule. They formulate standards and procedures for license fee policy, interpret license fee regulations (10 CFR Parts 170 and 171), process Part 170 license fee waiver and exemption requests, maintain liaison with GAO, Treasury, OMB and other agencies on accounting, financial system and reporting matters. The Division evaluates financial and programmatic information systems with respect to CFO needs, develop and administer policies, standards, and procedures, for all financial operations activities of the NRC, develop and maintain financial systems for time and labor reporting, maintain liaison with the GAO, Treasury, OMB, and other agencies on financial operations activities of the NRC, develop and maintain financial systems for time and labor reporting, maintain liaison with the GAO, Treasury, OMB, and other agencies on financial operations matters, and provide payroll, travel, and fiscal services for the NRC.

# A.3.2 Needs Statement

In the recent past, the Division of the Controller has experienced a great deal of turnover in management. A new Division Director has been appointed, but is unable to assume her position, as she is on a special assignment. It is unknown, at this time, when she will be available to assume her new role. The Deputy Division Director was reassigned to a special project that was not given a specified return date. Senior management would like to move her back to her Deputy position, and want to make this change in an organized and productive manner with minimal disruption to the employees within the Division, and the Deputy herself. As such they have requested the use of the Enterprise-wide Organizational Development Interventions Contract – NRC-38-10-723A, to support this effort.

# A.3.3 Expected Overall Outcomes

- Clearly defined client/consultant objectives regarding scope and expectations.
- Successful change management approach in integrating newly appointed Division Director, and returning
  Deputy Division Director into the Division to include appropriate communications regarding the changes and
  setting clear expectations in order to build trust.
- Developing a stronger team in order to increase organizational capacity.

# A.3.4 Deliverables:

Suntiva shall provide one (1) Senior OD Consultant to provide the following services and deliverables to the Division of the Controller (DOC) in the Office of the Chief Financial Officer (OCFO):

	Deliverable	Hours
1.	Review relevant documentation such as previous assessment report. Prepare for and conduct one hour kickoff meeting with key OCFO sponsor/COR for this work. Create interview protocol. Prepare for, schedule and conduct initial one hour intake interviews with the Acting Deputy Chief Financial Officer, the Acting Deputy Controller, the incoming Director and Deputy Director, DOC in support of developing a successful organizational change management strategy, and developing and building organizational capacity in DOC.	12 hours
2.	<ul> <li>Provide a high level project plan to leadership (Acting Deputy Chief Financial Officer and Director, DOC, including:</li> <li>Project Timeline and Engagement Strategy for data gathering. Plan for communicating this engagement to the staff.</li> </ul>	5 hours
3.	Assist leadership (Acting, Deputy Chief Financial Officer and Director, DOC) in developing communications to DOC staff including emails, talking points for all hands meeting etc.	4 hours
4.	<ul> <li>Perform Data Gathering focused on ensuring a smooth transition and integration of new leaders into DOC and strengthening organizational trust:</li> <li>Schedule and conduct data gathering (e.g., 1-on-1 one hour data interviews with all branch chiefs and up to 6 staff members)</li> <li>Analyze the data</li> <li>Draft report and engage Suntiva PM in QA.</li> <li>Prepare and present a written report to the Acting Deputy Chief Financial Officer and Director, DOC.</li> <li>Conduct up to two 1-on-1 feedback meetings with individual leaders if warranted by the data</li> </ul>	32 hours
5.	Provide insight to the deputy in development of an individual development plan based on the findings	3 hours

-- Depending upon findings --6. Develop and conduct a one-day team building exercise with the Director, Deputy Director and DOC Branch Chiefs (6 total).

# A.3.5 Projected Level of Effort

Contract Labor Category	Labor Rate	Estimated Level of Effort	Total*
Senior OD Consultant		IS	
Program Manager			
ODC's \$50 per person			
Total			\$19,472.10

\* 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.

# A.3.6 Period of Performance

All services shall begin no earlier than the date of award and must be completed by April 30, 2014. 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 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

#### NRC-38-10-723A

#### NRC-HQ-13-T-09-0030

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of--

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(I) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

# A.5 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: <u>http://www.internal.nrc.gov/ADM/branding/</u> 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.6 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: <u>NRCPayments@nrc.gov</u>. 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.7 BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (MAY 2013)

<u>General</u>: 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."

<u>Electronic Invoice/Voucher Submissions</u>: The preferred method of submitting vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: <u>NRCPayments@nrc.gov</u>.

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).

<u>Agency Payment Office</u>: 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.

**<u>Frequency</u>**: 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.

<u>Supersession</u>: 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. <u>Payee's DUNS Number or DUNS+4</u>. 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. <u>Payee's Name and Address</u>. 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. <u>Taxpayer Identification Number</u>. 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: <u>http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)</u>).

d. <u>Contract Number</u>. 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. <u>Task Order Number</u>. 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. <u>Invoice/Voucher</u>. 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. <u>Billing period</u>. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

i. <u>Labor Hours Expended</u>. 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. <u>Property</u>. 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,

# NRC-38-10-723A

(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.

I. 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. <u>Direct Costs</u>. 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:

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

(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:

Start Dat	te	<u>Destinat</u>	<u>ion</u>	<u>Costs</u>
From	То	From	То	\$

(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. <u>Total Amount Billed</u>. Insert columns for total amounts for the current and cumulative periods.

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

# (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.)

\$

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# 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	Hours	Burdened		Cumulative
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	Hours Billed
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	<u>\$1,000</u>	<u>320</u>
			\$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) <u>Consultants' Fee - \$100</u>

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

- 6) <u>Travel \$2,640</u>
  - (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

Start Date	End Date	<u>Days</u>	From	To	Cost
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) <u>Subcontracting - \$30,000</u>

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	\$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

<u>Material handling costs</u>. 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.