

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 19

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

1. DATE OF ORDER 01/26/2016		2. CONTRACT NO. (If any) NRC-HQ-7N-16-A-0001		6. SHIP TO: a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission-	
3. ORDER NO. NRC-HQ-7N-16-O-0001		4. REQUISITION/REFERENCE NO. CFO-16-0006		b. STREET ADDRESS Mail Processing Center 4930 Boiling Brook Parkway	
5. ISSUING OFFICE (Address correspondence to) U.S. NRC - HQ Acquisition Management Division Mail Stop: TWFN-5E03 Washington DC 20555-0001				c. CITY Rockville	
				d. STATE MD	e. ZIP CODE 20852
7. TO: a. NAME OF CONTRACTOR DEVA & ASSOCIATES PC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 1901 RESEARCH BLVD STE 410				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	<input checked="" type="checkbox"/> b. DELIVERY 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.
d. CITY ROCKVILLE		e. STATE MD	f. ZIP CODE 208506120		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Off of the Chief Financial Officer	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone		
<input type="checkbox"/> f. SERVICE-DISABLED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination					

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)
	GSA Contract #: GS00F136CA Accounting Info: 2016-X0200-FEEBASED-7N-7ND001-51-G-153-L1965-252A Period of Performance: 02/01/2016 to 01/31/2017					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:							
a. NAME	U.S. Nuclear Regulatory Commission				\$0.00		
b. STREET ADDRESS (or P.O. Box)	One White Flint North 11555 Rockville Pike Mailstop O3-E17A NRCPayments@nrc.gov					17(i) GRAND TOTAL	
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852-2738			\$156,065.44	

22. UNITED STATES OF AMERICA BY (Signature)		01/26/2016		23. NAME (Typed) ADELIS M. RODRIGUEZ	
				TITLE: CONTRACTING/ORDERING OFFICER	

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OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE MAR - 1 2016

TEMPLATE - ADM001

ADM002

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**BPA NO. NRC-HQ-7N-16-A-0001
 TASK ORDER NO. NRC-HQ-7N-16-O-0001
 ADDITIONAL TERMS AND CONDITIONS**

1. CONTRACTOR ACCEPTANCE OF TASK ORDER

Acceptance of this task order should be made by having an official, authorized to bind your organization, please sign one copy of this document in the space provided and return it via email to the Contracting Officer.

Accepted Task Order:

GEORGE D. TZAMARAS, DIRECTOR George D. Zamaras 01-26-2016
 Printed Name & Title Signature Date

2. FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-HQ-7N-16-O-0001 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS00F136CA.

2. PRICE SCHEDULE

BPA labor category	Estimated Hours	BPA labor rates	Estimated Total
Partner / Project Director	24	\$234.42	\$5,626.08
Accountant	2,008	\$74.92	\$150,439.36
Totals	2,032		\$156,065.44

**4. CONSIDERATION AND OBLIGATION—TIME-AND-MATERIALS CONTRACT
 (AUG 2011)**

- (a) The ceiling price to the Government for full performance under this contract is \$156,065.44.
- (b) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.
- (c) The amount presently obligated by the Government with respect to this contract is \$60,000.
- (d) It is estimated that the amount currently obligated will cover performance through June 18, 2016.
- (e) This is an incrementally-funded contract and FAR 52.232-22 – "Limitation of Funds" applies.

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(End of Clause)

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

This order shall commence on 02-01-2016 and will expire on 01-31-2017.

**6. 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.

**7. AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC
HEADQUARTERS (SEP 2013)**

Prior to occupying any Government provided space at NRC Headquarters in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, Office of Administration. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

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8. 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Partner/ Project Director

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.

9. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration date.

10. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for

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performance under this contract beyond September 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**11. OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA
FEDERAL SUPPLY SCHEDULE CONTRACT (AUG 2011)**

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA- priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA- signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

12. 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.

13. 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

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Name: Susan Jones
Address: US NRC, Mail Stop: T9 E2, Washington DC 20555
Email: susan.jones@nrc.gov
Telephone Number: 301-415-6072

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the

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contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

14. NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

**ATTACHMENT No. 1 - BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR 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.

**ATTACHMENT No. 1 - BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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).

**ATTACHMENT No. 1 - BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**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.**

**ATTACHMENT No. 1 - BILLING INSTRUCTIONS FOR
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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

(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

**ATTACHMENT No. 1 - BILLING INSTRUCTIONS FOR
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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.

**ATTACHMENT No. 1 - BILLING INSTRUCTIONS FOR
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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

**ATTACHMENT No. 1 - BILLING INSTRUCTIONS FOR
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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	=	<u>\$ 900</u>
		\$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	=	<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

**ATTACHMENT No. 1 - BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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.

**ATTACHMENT NO. 002 - STATEMENT OF WORK
BPA NO. NRC-HQ-7N-16-A-0001
TASK ORDER NO. NRC-HQ-7N-16-O-0001**

Title: Reconciliation Support for the Division of the Controller

Background

It is the policy of the U.S. Nuclear Regulatory Commission to maintain its system of accounting and internal control in accordance with accounting principles and standards set forth in the Statements of Federal Financial Accounting Standards promulgated by the Federal Accounting Standards Advisory Board (FASAB) and to comply with the Budget and Accounting Procedures Act of 1950, as amended; the Federal Managers' Financial Integrity Act of 1982; the Chief Financial Officers Act of 1990; the Federal Financial Management Improvement Act of 1996; the Prompt Payment Act of 1999; and the requirements of other Federal statutes and Government regulations.

Objective

The objective of this task order is to obtain reconciliation support for NRC's Division of the Controller (DOC), Office of the Chief Financial Officer. The DOC is responsible for authorizing all non-payroll payments and recording such payments in the agency accounting system; managing the administrative control of funds of the NRC Central Allowance which includes all agency salaries and benefits (except for the Office of the Inspector General), Contractor support for 15 headquarters offices, and travel funds for all headquarters office (except for the Office of the Inspector General), and compiling the Agency's quarterly financial statements.

The DOC requires Contractor support to clear up a backlog of reconciliation activities for these functional areas. As DOC has outsourced certain functions, rejected items have increased. Contractor staff shall research and clear rejected items in the general ledger, clear suspense items, review vendor table data and/or perform related tasks. Activities may include actions for any reconciliation area listed in the BPA SOW, as well as for the following related financial areas:

- Equipment Inventory
- Automated Data Processing (ADP) Software Inventory
- Leasehold Inventory
- Payroll
- Cash Reconciliation Review
- General Ledger Accounts (GL)
- Deposit Clearing Account Review
- Inter-agency advance and liquidation
- Cash and Receivable Reconciliation Review
- Fee Policy and Procedure Reviews
- Analysis of cost related to travel activities (e.g. invitational travel, permanent change of station, etc.)
- Analysis of direct and indirect costs

Related areas may include clearing transactions for travel, commitments/obligations, contract closeout and other GL or suspense items for which issues have arisen, to ensure reconciliation of transactions is complete and the recording of journal entries to correct account balances.

Work Requirements

The Contractor shall perform account reconciliations and cost analysis for the DOC, including recommending specific actions to be taken by NRC to correct any issues that arise during the course of the reconciliations and analyses. The Contractor shall provide qualified personnel to perform the following tasks:

1. Reconcile spreadsheets, contract files, accounting reports and various other accounting records as assigned by the COR. The reconciliations shall be completed within 10 business days of assignment unless a later date is designated by the COR based on the length or level of detail of the assignment. The deliverable shall be the workpapers clearly showing the completed reconciliation(s).
2. Research and clear rejected items in the general ledger, clear suspense items, and perform related tasks. This assignment shall be monitoring and maintaining the accounting system suspense/reject file. Corrections shall be made within 7 business days of the assignment. The deliverable shall be the workpapers clearly showing the completed reconciliation.
3. Analyze the effects of any issues the COR identified in the reconciliation/items clearance. Recommend corrective actions to NRC, if necessary. Provide recommendation to the COR within 5 business days of completing the analysis. The deliverable shall be the completed workpapers detailing the disposition of clearance and/or reconciliation.
4. Analyze workflow and processes to determine the most efficient approach and prepare business case, alternatives and/or cost-benefit analyses including available options, level of effort, resource requirements, and recommendations. The analyses shall be completed within 4 to 6 weeks from the assignment, as determined by the COR. The deliverable shall be a completed analysis addressing the above items, as applicable.
5. Provide the NRC COR with the latest information on reconciliation, analysis, and corrective actions when requested and during periodic status meetings. The Contractor shall attend a status meeting once every two weeks.
6. Perform biennial reviews of fees, annual program reviews and other charges to comply with the Chief Financial Officers Act. The reviews shall be completed within 4 to 6 weeks from assignment, as determined by the COR. The deliverable shall be a report documentating the review.
7. As needed, the Contractor shall prepare final workpapers to support the reconciliation activities and provide them to the COR within 5 business days of the completion of the reconciliation process. The deliverable shall be the workpapers clearly showing the completed reconciliation(s).

Deliverables

- Reconciliation results clearly documented on workpapers, as described in Work Requirements, Items 1 and 2 above.
- Monthly updates clearly documented on workpapers, per Work Requirements, item 3, above.
- Analyses as described in Work Requirements, Item 4, above.
- Report as described in Work Requirements, Item 6, above
- Workpapers as described in Work Requirements, Item 7, above.

Meetings

The Contractor shall attend a status meeting every 2 weeks at NRC's Two White Flint North Building located at 11545 Rockville Pike, Rockville, Maryland. The date and time of each meeting will be coordinated between the Contractor and the NRC COR or designated alternate, and some meetings may be held via conference call.

NRC Furnished Materials/Equipment

The COR shall provide the Contractor with the following items for use under task order:

- Computer reports, financial and accounting documents, and other documentation relevant to this task order.
- Access to NRC staff and information systems as needed to perform under the task order.

Estimated Period of Performance

The Period of performance is for this task order is estimated to be February 1, 2016 through January 31, 2017.