

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER		2. CONTRACT NO. (If any) GS00Q17GWD2370		6. SHIP TO:	
3. ORDER NO. NRC-HQ-10-17-T-0001		4. REQUISITION/REFERENCE NO. OCIO-17-0189		a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001				b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
d. CITY WASHINGTON			d. STATE DC	e. ZIP CODE 20555-0001	

7. TO:		f. SHIP VIA			
a. NAME OF CONTRACTOR TURNING POINT-DSFEDERAL JVLLC		8. TYPE OF ORDER			
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 11900 PARKLAWN DR STE 406		REFERENCE YOUR:		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 20852-2710		

9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE OFFICE OF THE CHIEF INFORMATION OFF			
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input 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 VETERAN-OWNED	<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) 06/22/2017		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)
	Accounting Info: 2017-X0200-FEEBASED-10-10D011-6007-51-J-144-251A-51-J-144-6007 Period of Performance: 07/10/2017 to 11/09/2017					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:							
a. NAME US NUCLEAR REGULATORY COMMISSION						\$0.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07							
c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852-2738			\$70,000.00	

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) JERRY PURCELL TITLE: CONTRACTING/ORDERING OFFICER			
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**CONTRACTOR ACCEPTANCE OF GSA ORDER NO. GS00Q17GWD2370/NRC-HQ-10-17-T-0001**

Acceptance of GSA Contract No: GS00Q17GWD2370 Order No: NRC-HQ-10-17-T-0001 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted BY Authorized Official:

  
Name Sophia S. Parker

Managing Partner  
Title

07/03/2017  
Date

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## SECTION B – DELIVERY ORDER TERMS AND CONDITIONS

### B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

Telecommunications Auditing Services. The objective of this contract is to develop a full scope of telecommunications processes for inventory and invoice payment support on behalf of the NRC. The objectives for this acquisition include:

- A baseline report that documents the wired and wireless telecommunications inventory.
- Recommendations for achieving cost savings and cost avoidance within the current telecommunication vendors that the NRC has a contract with.
- Recommendations on how we can improve reviews of telecom invoices to find inappropriate costs including common billing mistakes and inaccurate billings.
- Recommendations with a cost benefit analysis of a telecom expense management system for the NRC.

### B.2 CONSIDERATION AND OBLIGATION—FIRM FIXED PRICE CONTRACT (AUG 2011) ALTERNATE I

The total amount of the Firm-Fixed-Price portion of this contract is \$70,000.00, and this amount is fully-funded.

(End of Clause)

### B.3 PRICE/COST SCHEDULE

Base Period: July 10, 2017 to November 9, 2017				
Description	Unit	Quantity	Unit Price	Total Firm Fixed Price
Telecom Engineer (Labor Rate \$85.86/hour)	Month	4	\$8,586.00	\$34,344.00
Business Analyst (Labor Rate \$98.04/hour)	Month	4	\$7,843.00	\$31,372.00
Project Manager (Labor Rate \$127.71/hour)	Month	4	\$3,576.00	\$14,304.00
Total Base Period Price				\$80,020.00

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<b>Option Period: November 10, 2017 to May 9, 2018</b>				
<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Firm Fixed Price</b>
Business Analyst (Labor Rate \$98.04/hour)	Month	6	\$3,840.00	\$23,040.00
Project Manager (Labor Rate \$127.71/hour)	Month	6	\$1,022.00	\$6,132.00
<b>Total Option Period Price</b>				<b>\$29,172.00</b>

**TOTAL BASE PERIOD AND OPTION: \$109,192.00**

**B.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)**

This contract shall commence on July 10, 2017 and will expire on November 10, 2017.

## **SECTION C – STATEMENT OF WORK**

### **C.1 Background**

The mission of the U.S. Nuclear Regulatory Commission (NRC) is to license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment. The NRC's scope of responsibility includes regulation of commercial nuclear power plants; research, test, and training reactors; nuclear fuel cycle facilities (also called fuel cycle facilities); medical, academic, and industrial uses of radioactive materials; and the transport, storage, and disposal of radioactive materials and wastes. The NRC's regulations are designed to protect the public and occupational workers from radiation hazards in those industries using radioactive materials.

The NRC Headquarters (HQ) is located in multiple office buildings, primarily in Rockville, MD. The majority of NRC personnel work in the White Flint North office complex consisting of three buildings - One White Flint North (OWFN), Two White Flint North (TWFN), and Three White Flint North (3WFN). The NRC also has Regional Offices in King of Prussia, PA, Atlanta, GA, Lisle, IL, Arlington, TX, and the Technical Training Site in Chattanooga, TN.

With the impending transition from Washington Interagency telecommunications System (WITS3) and/or Network to the new Enterprise Infrastructure Solutions (EIS) contract through GSA the NRC wants to ensure that the agency is position to seamlessly transition to the new contract. To do this we need to ensure that we have an accurate inventory and that the services and components are still necessary and of value to the agency.

### **C.2 Objective**

The objective of this contract is to develop a full scope of telecommunications processes for inventory and invoice payment support on behalf of the NRC. The objectives for this acquisition include:

- A baseline report that documents the wired and wireless telecommunications inventory.
- Recommendations for achieving cost savings and cost avoidance within the current telecommunication vendors that the NRC has a contract with.
- Recommendations on how we can improve reviews of telecom invoices to find inappropriate costs including common billing mistakes and inaccurate billings.
- Recommendations with a cost benefit analysis of a telecom expense management system for the NRC.

### **C.3 Scope of Work**

The purpose of this order is for the contractor to perform the tasks as follows: 1) an audit of the telecommunications services and equipment; 2) Validate the equipment and services are still necessary; 3) Identify areas where services or components can be optimized to save costs; and, 4) Identify any process improvements for reviewing telecom invoices.

This section sets forth the roles and responsibilities required to support the audit of the NRC telecommunications processes for inventory and invoice payment.

In compliance with the service level requirements (see section 9) the Contractor shall provide the technical skills, oversight, and tools necessary to support the audit of the NRC's telecommunications inventory and invoice payment processes.

#### **3.1 Basic Contract Services**

These specifications prescribe the work effort to be performed as well as the technical and operational parameters to be met in satisfying the requirements:

##### **3.1.1 Project Management**

The contractor shall:

- Develop a project management plan that will be kept up to date and shared with the NRC on a weekly basis.
- Deliver weekly status reports to the NRC COR using PowerPoint.
- Provide a meeting for weekly status reports. The meetings can be either be onsite at the NRC or through a collaboration tool like Skype or Go To Meeting

##### **3.1.2 Data Gathering/Data Analysis (collect, assess, normalize and load)**

The contractor shall:

- Assist the NRC in preparing Letters of Agency/Authority to allow the contractor to gather data from carrier ports, GSA systems or direct reports, including
  - Current line and circuit inventory
  - Carrier contracts
  - Historical/in-progress service orders and disputes
  - No less than 3 months of carrier bills
- Gather data from, but not limited to carrier portals, GSA systems or direct reports.

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- Audit the NRC carrier bills against inventory and orders
- Ensure that there is not duplication of services and pricing and identify outliers
- Establish an up-to-date and validated inventory
- Review contract prices from NRC carriers and analyze that NRC has correct services and where services could be optimized
- Identify and verify dispute request and provide recommendations on how we can improve review of telecom invoices

### **3.1.3 Report Creation**

The Contractor shall:

- Document trends on spending and projections
- Project spending on services provided to NRC from its telecommunication carriers
- Document recommended cost savings
- Document opportunities where telecommunication services could be optimized
- Document recommendations on how to improve our telecom invoice reviews in a telecommunications business process improvement document

### **3.1.4 Optional Task**

This task is optional and may or may not be exercised. This task if exercised would be after the initial audit portion.

The Contractor shall:

- Document cost recovery and validation services offered
- Perform documented recovery and validation services

## **C.4 Reporting Requirements**

### **C.4.1 Monthly Letter Status Report (MLSR)**

The contractor shall provide a Monthly Letter Status Report which consists of a technical progress report and financial status report. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving activities and producing deliverables. The report shall include order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

**C.4.2 Final Report**

The contractor shall provide a final report summarizing the work performed and the results and conclusions under this order. The report shall be a pdf document that contains the methodology used during the audit, the findings from the audit, and recommended path forward. The final report can be delivered electronically. The NRC wants a chance to comment on the draft final report at least 10 days before the final report is delivered.

**C.5 Deliverables and Delivery Schedule**

Section #	Deliverable	Due Date	Format	Submit to
3.1.1 Project Management	1. Project Management Plan	Initial plan 5 days after award. Update weekly afterwards	Microsoft Project	COR
3.1.1 Project Management	2. Weekly Status Report	Initial plan 10 days after award. Update weekly afterwards	Microsoft PowerPoint	COR
3.1.3 Report Creation	3. Telecommunications Business Process Improvement document	30 calendar days prior to contract expiration	PDF	COR
C.4.1 MLSR	4. Monthly Report	20 <sup>th</sup> calendar day of the following month	Word Document	CO/COR
C.4.2 Draft Audit Report	5. Draft Report	40 calendar days prior to contract expiration	Word Document	COR
C.4.2 Final Audit Report	6. Final Report	30 calendar days prior to contract expiration	PDF	COR

**C.6 Applicable Documents and Standards**

The NRC will provide the contractor with all available documentation, software manuals, diagnostic routines, warranty information, equipment configurations and any other available information necessary to perform service under this contract. All documentation provided to the contractor will remain the property of the NRC.



**C.7 Section 508 – Electronic and Information Technology Standards**

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established information technology accessibility standards for the federal government. Section 508(a)(1) requires that when federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a federal department or agency. Section 508 text is available at <http://www.opm.gov/HTML/508-textOfLaw.htm> or <http://www.section508.gov/>

**The following standards are applicable to this contract/order (*Check those that apply*):**

**Subpart B – Technical Standards**

- Software Applications and Operating Systems (1194.21)
- Web-based Intranet and Internet Information and Applications (1194.22)
- Telecommunications Products (1194.23)
- Video and Multimedia Products (1194.24)
- Self-Contained, Closed Products (1194.25)
- Desktop and Portable Computers (1194.26)

**Subpart C – Functional Performance Criteria**

- Functional Performance Criteria (1194.31)

**Subpart D – Information, Documentation, and Support**

- Information, Documentation, and Support (1194.41)

EIT purchased under this contract/order must be accessible to persons with disabilities, unless otherwise stipulated in the contract/order. Any product replacements contemplated under this contract/order must be equally as 508 compliant as (or more compliant than) the original product purchased. Also, the Government reserves the right to conduct hands-on testing to validate contractor 508 compliance claims.

A **Voluntary Product Accessibility Template (VPAT)** shall be provided along with EIT deliverables submitted to the Government, if available.

**C.8 Current Environment**

**Staff Levels**

The NRC currently has approximately 3,400 users (including both NRC employees and contractors)

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**Work Locations**

The NRC Headquarters (HQ) is located in multiple office buildings, primarily in Rockville, MD. The majority of NRC personnel work in the White Flint North office complex consisting of three buildings - One White Flint North (OWFN), Two White Flint North (TWFN), and Three White Flint North (3WFN). The NRC also has Regional Offices in King of Prussia, PA, Atlanta, GA, Lisle, IL, Arlington, TX, and the Technical Training Site in Chattanooga, TN. There are approximately 65 regional inspector sites, which are one or two people operations.

**Current Operational Environment**

The NRC HQ currently orders its telecommunication services through GSA using the Washington Interagency telecommunications System (WITS3) and/or Network. There is a mobile program at the NRC of approximately 400 mobile phones on an AT&T plan.

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## **SECTION D - PACKAGING AND MARKING**

### **D.1 NRCD020 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract task order, to the extent practical, in order to provide NRC with 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. Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of the Chief Information Officer, under GSA contract order number GS00Q17GWD2370/NRC-HQ-10-17-T-0001.

(End of Clause)

### **D.2 NRCD010 PACKAGING AND MARKING**

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

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

(c) Additional packaging and/or marking requirements are as follows: SEE SOW, SECTION C.5.

(End of Clause)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY**

**1. The COR for this order is:**

Mr. Roger Swiger  
Office: Office of the Chief Information Officer  
Mailstop: 3WFN/3-C17  
Rockville, MD 20852  
Phone: 301-287-0656  
Email: [Roger.Swiger@nrc.gov](mailto:Roger.Swiger@nrc.gov)

**2. Performance of the work under this task order is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:**

- i. 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 Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.**
- ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.**
- iii. Review and, where required by the task order contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.**

**3. Technical direction must be within the general statement of work stated in the task order. The COR does not have the authority to and may not issue any technical direction which:**

- i. Constitutes an assignment of work outside the general scope of the contract.**
- ii. Constitutes a change as defined in the "Changes" clause of this contract.**
- iii. 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.**
- iv. Changes any of the expressed terms, conditions, or specifications of the contract.**

- v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
  
4. Technical directions must be issued in writing by the COR or must be confirmed by the COR 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.
  
5. The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.
  
6. If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as 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 the Contracting Officer to modify the 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.
  
7. Any unauthorized commitment or direction issued by the COR 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.
  
8. 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 thereto is subject to 52.233-1, Disputes.
  
9. In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:
  - a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
  
  - b. Assist the contractor in the resolution of technical problems encountered during performance.
  
  - c. 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.
  
  - d. Assist the contractor in obtaining the badges for the contractor personnel.

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- e. Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.**
  
- f. Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.**
  
- g. For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.**

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## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1 NRCF010 PLACE OF DELIVERY-REPORTS**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

a. Name: Roger Swiger (1 Electronic Copy)  
Contracting Officer's Representative (COR)  
Address: [Roger.Swiger@nrc.gov](mailto:Roger.Swiger@nrc.gov)

b. Name: Jerry Purcell (1 Electronic Copy)  
Contract Specialist (CS)  
Address: [Jerry.Purcell@nrc.gov](mailto:Jerry.Purcell@nrc.gov)

(End of Clause)

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## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 NRCG030 ELECTRONIC PAYMENT (SEP 2014)**

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 invoices is electronically to the Department of the Interior at [NRCPayments@nrc.gov](mailto: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  
Mailstop O3-E17A  
11555 Rockville Pike  
Rockville, MD 20852-2738

(End of Clause)

### **G.2 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)



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## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 2052-215-70 KEY PERSONNEL (JAN 1993)**

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

**Name Title**

Mr. Kelly Collins, Project Manager

Mr. Nathaniel Navarro, Telecom Engineer

Ms. Sarah Commo, Business Analyst

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.

(End of Clause)

### **H.2 NRCH470 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired 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), nonozone depleting, recycled content, and

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non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at:  
<http://pbadupws.nrc.gov/docs/ML1219//ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at:  
<http://www.gsa.gov/portal/content/198257>.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

(End of Clause)

### **H.3 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

(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.

(End of Clause)

### **H.4 NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

#### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC.

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Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) **Publication of Results.** Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) **Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI).** The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

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

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

(End of Clause)

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**H.5 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that 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).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(End of Clause)

**SECTION I – Contract Clauses**

**I.1 FAR 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 16 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days.

(End of Clause)

**I.2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 months.

(End of Clause)

**I.3 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond October 10, 2017. 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 performance under this contract beyond October 10, 2017, 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.

(End of Clause)

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## SECTION J - List of Documents, Exhibits and Other Attachments

### J.1 BILLING INSTRUCTIONS FOR TIME AND MATERIALS 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 MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Reimbursement requests shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal—Continuation Sheet."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto: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 requests for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

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**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (s) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

**Billing of Costs after Expiration of Contract:** If costs are incurred during the contract period and invoiced after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Cost-Reimbursement Type Contracts (July 2011).

(End of Clause)

## **J.2 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.



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b. **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))).

c. **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).

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. **Description of Deliverables.** Provide a brief description of supplies or services, quantity, unit cost, and total cost.

j. **Work Completed.** Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the required deliverable(s).

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 Labor.** This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(2) **Fringe Benefits.** This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

(3) **Contractor-acquired property (\$50,000 or more).** List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(4) **Contractor-acquired property (under \$50,000), Materials, and Supplies.** These are equipment other than that described in (3) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(5) **Premium Pay.** This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) **Consultant Fee.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(7) **Travel.** Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

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*(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)*

(8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

(9) Other Costs. List all other direct costs by cost element and dollar amount separately.

p. **Indirect Costs (Overhead and General and Administrative Expense)**. Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is requested.

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

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

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

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

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

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

t. **Grand Totals**.

### **3. Sample Invoice/Voucher Information**

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**Sample Invoice/Voucher Information (Supporting Documentation must be attached)**

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This invoice/voucher represents reimbursable costs for the billing period from \_\_\_\_\_ through \_\_\_\_\_.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
<b>(a)</b>	<b><u>Direct Costs</u></b>		
(1)	Direct labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3)	Government property (\$50,000 or more)	\$ _____	\$ _____
(4)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(5)	Premium pay (NRC approved overtime)	\$ _____	\$ _____
(6)	Consultants Fee	\$ _____	\$ _____
(7)	Travel	\$ _____	\$ _____
(8)	Subcontracts	\$ _____	\$ _____
(9)	Other costs	\$ _____	\$ _____
	<b>Total Direct Costs:</b>	\$ _____	\$ _____

**(b) Indirect Costs (provide the rate information applicable to your firm)**

(10)	Overhead ___ % of _____ (Indicate Base)	\$ _____	\$ _____
(11)	General and Administrative (G&A) ___ % of _____ (Indicate Base)	\$ _____	\$ _____

Total Indirect Costs:                   \$ \_\_\_\_\_                   \$ \_\_\_\_\_

**(c)   Fixed-Fee:**

**(12)   Fixed-Fee Calculations:**

- i.     Total negotiated contract fixed-fee percent \_\_\_ and amount \$ \_\_\_\_\_
- ii.    85% allowable fee amount \$ \_\_\_\_\_
- iii.   Cumulative fee billed on prior invoices \$ \_\_\_\_\_
- iv.    Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$ \_\_\_\_\_

*Note: The fee balance withheld by NRC may not exceed \$100,000.*

Total Fixed-Fee:                   \$ \_\_\_\_\_                   \$ \_\_\_\_\_

**(d)   Total Amount Billed**                   \$ \_\_\_\_\_                   \$ \_\_\_\_\_

**(e)   Adjustments   (+/-)**                   \$ \_\_\_\_\_                   \$ \_\_\_\_\_

**(f)   Grand Total**                   \$ \_\_\_\_\_                   \$ \_\_\_\_\_

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

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**SAMPLE SUPPORTING INFORMATION**

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

**Cost Elements:**

1) **Direct Labor - \$2,400**

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

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

Fringe @ 20% of Direct Salaries

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

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

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

4) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00 = \$1,100

6 Pairs Electrostatic gloves @ \$150.00 = \$ 900

\$2,000

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150

(EX: Premium pay for this individual was approved and authorized under this contract by the NRC Contracting Officer by letter dated 6/1/2011.)

6) Consultants' Fee - \$100

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

7) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
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4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

8) Subcontracting - \$30,000

Company A = \$10,000  
Company B = \$20,000  
\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

9) Other Costs - \$5,100

Honorarium for speaker at American Nuclear Society conference = \$5,000

*Nuclear Planet Journal* subscription fee = \$100

10) Overhead Expense - \$41,148

Overhead @ 40% of Total Direct Costs

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

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



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12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%

Fixed-Fee Calculations:

- i. Total contract fixed-fee \$100,000
- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000
- iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$8,218

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