

INTERAGENCY AGREEMENT  
BETWEEN  
GRADUATE SCHOOL, USDA  
AND  
U.S. NUCLEAR REGULATORY COMMISSION

Pursuant to the Economy Act of 1932, the Nuclear Regulatory Commission (NRC) and the Graduate School, USDA (Graduate School), desire to enter into an Interagency Agreement whereby the Graduate School will provide the necessary services for Establishing Critical Elements and Performance Standards.

Article I - Statement of Work

A. Background

The U.S. Nuclear Regulatory Commission (NRC) approved, on April 30, 1980, a revised System of Pay Administration - Evaluation of Positions GG-1 through GG-15. In compliance with the requirements of the Civil Service Reform Act of 1978, this new system of position descriptions and benchmarks will require the establishment, of critical elements and performance standards for each position. The NRC intends to have this system in place and operating not later than October 1, 1981. Under separate action, it is intended that new position descriptions will be prepared for every position of and below the grade of GG-15; with accompanying draft critical elements and performance standards. In order that incumbent managers and supervisors be well grounded in the process of drafting critical elements and performance standards, the NRC desires to embark on a period of training to provide these knowledges, skills and abilities.

B. Scope of Work (Est. \$12,308.00)

1. Phase I - Development of Course Materials

The Contractor shall develop a course of instruction, specifically tailored for the NRC and its position evaluation system, to train its managers and supervisors in establishing critical elements and performance standards. The course should be similar to the current USDA Graduate School 2-day course entitled "Establishing Performance Standards for Government Managers and Supervisors" S-PMGT 721.

The Contractor shall provide a fully experienced, qualified personnel specialist to develop the course materials, full lesson plans and teaching techniques. The materials will assure full compliance with the CSRA. Moreover, the materials will be tailored to the organization, concepts, mission and specific requirements of the NRC. When all research and developmental work has been accomplished, the course will be assembled, and together with lesson plans and techniques for presentation (films, lectures, laboratory exercises, and pre-and post training testing, handouts) will be furnished in 10 draft copies for

NRC review approval. Case studies, as well as other laboratory exercises, will be based on NRC position descriptions and other real-life examples. Materials will be in complete consonance with NRC Manual Appendix No. 4130-A.

Ten (10) draft copies of the course materials, etc., Phase I, shall be submitted to NRC, Attention: Carolyn Bassin for preliminary inspection within thirty-five (35) days after contract execution. This shall be reviewed by the Project Officer and approved or returned with comments within four (4) days after receipt of the draft.

Ten (10) copies of the final course materials, Phase I, shall be submitted within five (5) days after the receipt of the Project Officer's approval of the draft course development.

2. Phase II - Training Course Sessions (Est. \$35,580.00)

The Contractor shall provide two (2) 2-day training sessions. These sessions will provide NRC the opportunity to observe an actual training situation for the purpose of critique/recommendations for changes.

The Contractor shall provide twenty (20) 2-Day training sessions for approximately fifteen (15) participants each per session. The instructor shall devote much of his time to almost one-on-one coaching, thereby precluding larger classes. Each training session shall consist of two (2) successive 8-hour days, running from 8:30 a.m. to 4:30 p.m.

The Contractor shall develop and administer tests to determine knowledge levels at the beginning of each training session and at its conclusion to assure that the training has been effective and that the participants can be expected to carry out the principles learned in the training to the actual setting of critical elements and performance standards.

3. Periodic Reports and Session Evaluations for Phase II

Provide periodic status reports and session evaluations by each participant.

Article II - Period of Performance

The period of performance of work set forth herein shall be for fifty-four (54) days after the date of contract award.

Article III - Deliverable Items/Delivery Schedule

<u>Phase</u>	<u>Description</u>	<u>Quantity</u>	<u>Schedule</u>
I.A	Development of Course Materials (to include Lesson Plans and Techniques for Presentation)	See Article I-B-1	See Article I-B-1
I.B	Two (2) Two-Day (2-Day) Training Sessions	Two (2)	Within ten (10) days after completion of Phase I in its entirety. The scheduling within this ten-day period is to be mutually agreed upon between the Contractor and the NRC.
II.	Training Course Sessions	Twenty (20)	To be mutually agreed upon between the Contractor and the NRC upon exercising of option by the Contracting Officer.
III.	Summary of Periodic Reports and Sessions Evaluations from Instructors (to be provided under Phase III)	As required	Within ten (10) days after completion of each session.

Course materials and lesson plans shall be delivered, all transportation charges paid to the NRC, Attention: Ms. Carolyn Bassin.

Article IV - Government Furnished Property

The NRC will provide all classroom training space to conduct the course. All other materials to be furnished by the Contractor.

Article V - Project Officer

Carolyn Bassin is hereby designated as the Contracting Officer's authorized representative (hereinafter called the Project Officer (PO)) for technical aspects of this contract. The PO is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignments of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and as stated above, (4) not constitute a basis for any increase in the contract cost.

Article VI - Contract Administration Data

1. Estimated Cost and Obligation of Funds

The estimated cost of Phases I and II is \$47,888.00. The amount presently obligated by the Commission is \$47,888.00 chargeable to B&R No. 41-22-27-202 and Appropriation Symbol 31X0200.401.

2. Indirect Cost Rates

Indirect cost rates will be determined by the current negotiation agreement between the Department of Labor (DOL) and Graduate School, USDA.

3. Billing Instructions

The Graduate School shall submit to the NRC itemized monthly vouchers indicating funds expended both on a monthly and a cumulative basis, in accordance with the Attachment I, Billing Instructions.

ACCEPTED:

GRADUATE SCHOOL, USDA  
BY: *S. Sulamant*  
TITLE: Head, Special Programs  
DATE: October 22, 1980

ACCEPTED:

U.S. NUCLEAR REGULATORY COMMISSION

BY: *M J Mattia*  
TITLE: Chief, Administrative Contracts Branch  
DATE: **OCT 30 1980**

BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS

General. The contractor shall submit vouchers for cost-reimbursement in the manner and format described herein and as illustrated in the sample voucher.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government 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." These forms are available from the Government Printing Office, 710 North Capitol Street, Washington, DC 20301.

Number of Copies. An original and four copies shall be mailed to the NRC office identified below.

Frequency. The contractor shall submit claims for reimbursement once each month unless otherwise authorized in writing by the Contracting Officer.

Billing of Costs After Expiration of Contract: If cost-reimbursements are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited.

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession. These instructions supersede all previous billing instructions.



Preparation and Itemization of the Voucher. The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample voucher.

- (a) Payor's Name and Address. (i) Address the original voucher (with copies to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Section, Washington, DC 20555.
- (b) Voucher Number. Insert the appropriate serial number of the voucher. This must be in sequential order beginning with 001 as the number to be used for the first voucher submitted under this contract.
- (c) Date of Vouch. Insert the date the voucher is prepared.
- (d) Contract Number and Date. Insert the contract number and the effective date of the contract.
- (e) Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address; except when an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee. Include name of voucher preparer and telephone number.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed fee. For incrementally funded contracts enter the amount currently obligated and available for payment.
- (g) Fixed Fee. Where applicable, insert total fixed fee.



(h) Billing Period. Insert the beginning and ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is claimed.

(i) Direct Costs. Insert the major cost elements as follows:

(i)(1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract. Itemize by name/labor category, hours, and rate per hour.

(i)(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in direct costs should not be identified here.

(i)(3) Capitalized Nonexpendable Equipment. For educational institutions list each item costing \$1,000 or more; for contractors other than educational institutions, list each item costing \$200 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (1) the item number for the specific piece of equipment listed in the Property Schedule; (2) the Contracting Officer's Approval Letter, if the equipment covered by the Property Schedule; or (3) be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of vouchers shall only be required for items having specific limitations set forth in the contract.

(i)(4) Materials, Supplies, and Noncapitalized Equipment. This is consumable materials and supplies and equipment other than that described in (i)(3) above. Specify separately all items over \$1,000.

- (i)(5) Premium Pay. This is remuneration in excess of the basic hourly rate.
- (i)(6) Consultant's Fee. These are fees paid to consultants. List name, hours, rate per hour, and total cost.
- (i)(7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada; it should be billed separately from foreign travel. List cost elements and locations of travel: Airfare, car rental, lodging, food, parking, misc.
- (i)(8) Other. List all other direct costs in total unless in excess of \$500. If over \$500, list cost elements and dollar amount separately, e.g., subcontracts. For computer costs, specify computer type, total hours, and cost per hour of computer time.
- (j) Indirect Costs--Overhead. Cite the provisional rate specified in the contract
- (k) G&A Expenses. Cite the provisional rate specified in the contract.
- (l) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. (See (p)).
- (m) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustment, and adjusted amounts for the period.
- (n) Cumulative Amount from Inception to Date of this Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

- (o) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (p) Adjustments. This includes amounts conceded by the contractor, outstanding suspensions, disapprovals subject to appeal, and 15% withholding of earned fixed fee.
- (q) Grand Totals.

SAMPLE VOUCHER

(a) Payor's Name and Address  
 The U.S. Nuclear Regulatory  
 Commission  
 Division of Accounting, CON  
 Attention: Gov/Com Accts Section  
 Washington, DC 20555

(b) Voucher No.

(c) Date Voucher Prepared

(d) Contract No. and Date

(e) Contract Period of Performance

(f) Payee's Name and Address  
 ABC CORPORATION  
 100 Main Street  
 Anywhere, U.S.A.  
 ATTN: Jane Count (555) 987-6543 "OR"  
 The National Bank, Anywhere, U.S.A.  
 Assignee for ABC Corporation  
 Anywhere, U.S.A.  
 (When Payments are Assigned)

(g) Total Estimated Cost of  
 Contract

(h) Total Fixed-Fee

(i) This voucher represents reimburseable costs from July 1, 1978 through  
July 31, 1978

	(m) Amount Billed for Current Period	(n) Cumulative Amount From Inception to Date of this Billing
(i) Direct Costs		
(i)(1) Direct Labor (itemize)	\$ 3,400	\$ 6,800
(i)(2) Fringe Benefits (rate)	600	1,200
(i)(3) Capitalized Nonexpendable Equipment	5,000	8,000
(i)(4) Materials, Supplies and Noncapitalized Equipment	2,000	4,000
(i)(5) Premium Pay	100	150
(i)(6) Consultant's Fee(s)	100	100
(i)(7) Travel -- Domestic	200	200
Foreign	200	200
(i)(8) Other	-0-	-0-
Total Direct Costs	<u>\$11,600</u>	<u>\$20,650</u>
(j) INDIRECT COSTS		
% of Direct Labor or Other Base (Formula)	4,000	6,000
(k) G&A Expenses	700	1,400
(l) FIXED FEE EARNED (Formula) _____ %	<u>\$16,300</u>	<u>\$28,050</u>
(o) Total Amounts Claimed	(105)	
(p) Adjustments (Less 15% fee withheld and Outstanding Suspensions, if applicable)	<u>(0)</u>	<u>(1,700)</u>
(q) Grand Totals	<u>\$16,195</u>	<u>\$26,350</u>