

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 12

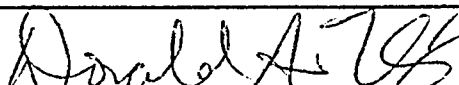
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER JUN 13 2008		2. CONTRACT NO. (If any) GS10F0216N		6. SHIP TO:	
3. ORDER NO. DR-36-06-346		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Deborah Huber	
4. REQUISITION/REFERENCE NO. OIG-06-346		b. STREET ADDRESS Mail Stop: T5-D28 11555 Rockville Pike		c. CITY Rockville	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-415-6465 Mail Stop T-7-I-2 Washington, DC 20555		d. STATE MD		e. ZIP CODE 20852	
7. TO:		f. SHIP VIA		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR SILOSMASHERS, INC.		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
b. COMPANY NAME Attn: Paul N. Langevin		Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery/task 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.	
c. STREET ADDRESS 2677 PROSPERITY AVE		d. CITY FAIRFAX		e. STATE VA	
f. ZIP CODE 220314906		9. ACCOUNTING AND APPROPRIATION DATA 630-15-6ZZ-392 L3031 252A 31x0300 Obligate \$31,934.00 Contractors DUNS: 175955335		10. REQUISITIONING OFFICE OIG	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT Destination			
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input checked="" type="checkbox"/> c. DISADVANTAGED	
<input checked="" type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS Net 30	

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)
	The U.S. Nuclear Regulatory Commission (NRC) hereby issues this Delivery Order entitled, "Strategic Planning and Performance Measure" to SiloSmashers per the attached Statement of Work and additional terms and conditions not specified under the Federal Supply Schedule GS-10F-0216N contract.					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop <u>T-7-I-2 DMK</u>					
b. STREET ADDRESS (or P.O. Box) Attn: (DR-36-06-346)					
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555	
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

17(h)
TOTAL
(Cont.
pages)

17(i).
GRAND
TOTAL

TEMPLATE ADM001

SUNSI REVIEW COMPLETE

OPTIONAL FORM 346 (REV. 3/2005)
FEDERAL ACQUISITION REGULATION 48 CFR 53.213(e)
ADM002

RECEIVING REPORT

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

OPTIONAL FORM 347 (REV. 3/2005) BACK

SUMMARY OF COST

<u>LABOR CATEGORY</u>	<u>GSA FSS RATE*</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED AMOUNT</u>
Sr. Associate Consultant	\$224.00	116	\$25,984.00
Associate Consultant	\$175.00	34	\$ 5,950.00
<u>TOTAL ESTIMATED CONTRACT COST</u>			<u>\$31,934.00</u>

* Note: Discounted Rate from GSA FSS (MOBIS)

STATEMENT OF WORK

Strategic Planning and Performance Measure Facilitation Support

Background

The mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment. The Office of Inspector General's (OIG's) mandate is to (1) independently and objectively conduct and supervise audits and investigations relating to NRC programs and operations; (2) promote effectiveness and efficiency within the agency's programs and operations, and (3) prevent and detect fraud, waste, and abuse.

To ensure program effectiveness, the Government Performance and Results Act of 1993 (GPRA) provides a mandate to Federal agencies to account for program results through the integration of strategic planning, budgeting, and performance measurement. The strategic plan, performance goals, and measures must link directly to an organization's budget. OIG is required by federal regulation and Office of Management and Budget (OMB) directives to update its strategic plan and associated performance goals on a triennial basis.

Objectives and Scope of Work

The purpose of this requirement is to obtain facilitation support for the revision of the NRC OIG Strategic Plan Fiscal Years 2003-2008 and associated performance measures. OIG also requires an evaluation of its current strategic plan and FY 2007 Performance Budget to determine if the linkage between the strategic goals and budget, as required by GPRA and Section 220 of OMB Circular A-11 entitled, "Preparing and Submitting Performance Budgets," can be strengthened.

To do this, the Contractor shall provide the necessary qualified personnel to assist the OIG in updating its strategic plan and measures by providing facilitation services. The Contractor shall conduct approximately three to four (3 to 4) facilitation sessions to assist the OIG in assessing the NRC's risk environment, and redefining or affirming existing OIG goals, strategies, measures and outcomes. The Contractor shall also provide the necessary qualified personnel to perform the evaluation of the strategic plan and FY 2007 budget submission and to make recommendations to improve the linkage, if warranted.

The NRC OIG Project Officer and the Contractor shall agree upon the dates and times for the facilitation sessions and delivery of the evaluation report after the award of the purchase order. The facilitation work and product evaluation services shall enable the OIG to prepare and complete its draft strategic plan that meets all legislative, regulatory, and OMB requirements by June 1, 2006 unless another date is mutually agreed to.

Qualifications/Availability/Experience of Personnel

The Contractor key personnel shall have an in-depth knowledge of all current laws, regulations, and directives that guide the strategic planning and budget formulation process within the Federal Government. The requirements include those contained within the President's Management Agenda, GPRA, and OMB guidance and directives.

The Contractor key personnel shall also have extensive experience in supporting government organizations, specifically OIG's or other law enforcement and audit entities, in facilitating the development or revision of agency strategic plans and performance measures. The key personnel shall have a minimum of five years of practical experience relating to the strategic planning process as well as relevant strategic planning consultation or facilitation experience with Offices of Inspectors General within Federal Agencies. Key personnel will also have expert knowledge of OMB directives governing performance based budgeting. In addition, personnel shall have substantial knowledge of the mission of an OIG and experience supporting the development of audit and law enforcement performance measurement. Knowledge of the NRC's mission is also required.

A resume for key personnel that discusses relevant strategic facilitation qualifications and recent experience in facilitating strategic planning sessions of a similar nature shall be included in the proposal. The resumes shall include the individuals relevant work experience to include experience in facilitating the development of strategic plans, annual plans, and performance measures for Offices of Inspectors General. Knowledge of GPRA, President's Management Agenda, as well as OMB directives and any other applicable government mandates regarding the strategic planning process and performance budgeting should be noted. Resumes for any proposed subcontractor personnel and Government references for similar work performed for other federal agencies or OIG's shall also be included.

Meetings/Facilitation Sessions

Contractor personnel shall conduct approximately three to four (3 to 4) facilitation sessions on the date, time, and place agreed upon by the Project Officer and the Contractor.

Additional meetings and telephone conferencing with OIG staff may be required to (1) discuss any questions that may arise while working on the draft report and, (2) obtain expert advice regarding stakeholder feedback resulting from the issuance of the final draft strategic plan.

Deliverables

1. Within 3 business days after the award date of the purchase order, the Contractor and NRC/OIG shall agree to a time and date for a project "kick off" meeting. Within this same timeframe, the Contractor shall fax a draft milestone schedule to the OIG Project Manager on 301-415-5091.
2. The Contractor shall evaluate the NRC/OIG current strategic plan, associated performance measures and the FY 2007 OIG Performance Budget for compliance with federal mandates and objectives governing the strategic planning and budget process; and prepare in writing a brief summary of the findings including making any recommendations if applicable as to how the NRC/OIG might better integrate its performance goals to resources. Such mandates shall include but are not necessarily limited to the President's Management Agenda, GPRA, and

OMB Circular No. A-11 Sections 210 and 220. Contractor personnel shall deliver in writing and discuss the findings with OIG staff at the initial "kick off" meeting unless the Project Officer agrees to another date.

3. Within 5 days after each facilitation session, the Contractor shall provide a written facilitation summary report of the issues discussed, as well as an electronic Microsoft Word copy to the NRC/OIG project officer. At a minimum, the report shall include the recording of tasks completed since the last report, upcoming milestones, and any assigned outstanding issues. The NRC/OIG may schedule meetings or telephonic conferences with the contractor to discuss any questions that may arise while working on the draft strategic plan and to obtain Contractor input and advice regarding issues that may arise during the stakeholder feedback time period.
4. Contractor shall produce and deliver an electronic Microsoft Word version of the OIG final draft strategic plan to the NRC project officer by September 1, 2006 unless the NRC project officer later agrees to another date.

Period of Performance

The period of performance shall commence on Day of Award (See Block 1) and expire on December 31, 2006.

NRC Furnished Materials and Facilities

NRC/OIG shall provide the meeting space for the facilitation sessions and all other necessary materials.

A.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$31,934.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$31,934.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.2 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Deborah Huber

Address: U.S. Nuclear Regulatory Commission
Mail Stop: T5-D28
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-5978

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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, approval of 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 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.

(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 thereto 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.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) 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.

(6) 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.

A.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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.

A.4 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.5 Other Applicable Clauses

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract

A.6 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.7 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

ATTACHMENT 2

**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike - Mail Room
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Billing Instructions
Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month or on a bi-weekly basis, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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 vouchers/invoices paid under the purchase order may not exceed the total U.S. dollars authorized in the purchase order.

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No: _____

(b) Voucher/Invoice No: _____

(c) Date of Voucher/Invoice: _____

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name: _____
Telephone No: _____

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.