

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 5

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

BPA NO.

1. DATE OF ORDER 2-22-2013		2. CONTRACT NO. (if any) NRC-HQ-12-C-42-0093		8. SHIP TO:	
3. ORDER NO. NRC-HQ-13-T-42-0003		4. REQUISITION/REFERENCE NO. NRO-13-045		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Matthew J. Bucher, 301-492-3485 Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS	
7. TO:				c. CITY Washington	d. STATE DC
a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES, INC.				e. ZIP CODE 20555	
b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 10070 BARNES CANYON RD				8. TYPE OF ORDER	
d. CITY SAN DIEGO				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
e. STATE CA				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.	
f. ZIP CODE 921212722				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.	
9. ACCOUNTING AND APPROPRIATION DATA Transfer from NRC-HQ-12-C-42-0093 to NRC-HQ-12-T-42-0003 2012-25-17-4-151 Q4014 252A 31X0200.225 \$40,000.00 NAICIS:541690 PSC:R425 DUNS:107928806 FAIMS:131009				10. REQUISITIONING OFFICE NRO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> h. EDWOSB <input type="checkbox"/> i. VETERAN-OWNED <input type="checkbox"/> j. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION NRC Headquarters		b. ACCEPTANCE NRC Headquarters		14. GOVERNMENT B/L NO. N/A	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS N/A	

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)
	<p>The purpose of this Cost-Plus Fixed Fee task order is to procure technical assistance in determining the Turkey Point COLA meets the requirements. The work shall be performed in accordance with the Statement of Work, attachment 1.</p> <p>Total Obligations Amount: \$ 40,000.00 Reimbursable Cost Total: \$406,506.00 Total Fixed Fee: \$ 19,932.00 Total Ceiling Amount: \$426,438.00 Period of Performance: 3/1/2013-9/30/2015</p> <p>Attachment 1: Statement of Work Attachment 2: Billing Instructions Cost Reimbursable.</p> <p>ISL P.O.C: Terry Gitnik: 301-255-2272 NRC P.O.C: Rachel Glaros: 301-415-3672</p> <p><u>William Arcieri</u> 2/22/13 William Arcieri Interim Division Manager</p>			See CONTINUATION Page		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO						
	a. NAME Department of Interior NBC NRCPayments_NBCDenver@NBC.gov						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2772 7301 W. Mansfield Avenue						
	c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230	17(i) GRAND TOTAL \$426,438.00		
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Matthew J. Bucher Contracting Officer TITLE: CONTRACTING/OFFERING OFFICER			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE

FEB 26 2013

TEMPLATE - ADMIN

ADMIN02

Price Schedule:

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	ESTIMATED FEE	TOTAL ESTIMATED COST AND FIXED FEE
0001	The objective of this task order is to obtain technical expertise from the contractor to assist the NRC staff in determining whether or not the Turkey Point COL application meets appropriate regulatory requirements.			\$426,438.00

A.1 CONSIDERATION AND OBLIGATION--COST-PLUS-FIXED-FEE (AUG 2011)

(a) The total estimated cost to the Government for full performance of this contract is \$426,438.00, of which the sum of \$406,506.00 represents the estimated reimbursable costs, and of which \$19,932.00 represents the fixed-fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed-fee.

(c) The amount obligated by the Government with respect to this contract is \$40,000.00. Based on this amount, \$38,130.37 represents the obligated money associated with reimbursable costs and \$1,869.63 represents the fixed fee.

(d) This is a fully-funded contract and FAR 52.232-20 - "Limitation of Cost" applies.

(e) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 85 percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed 15 percent of the total fee or \$100,000, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is \$2,989.80.

A.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on 03-01-2013 and will expire on 09-30-2015.

A.3 ELECTRONIC PAYMENT (AUG 2011)

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_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

A.4 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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 Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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.

A.5 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

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. 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 agree 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, OUO-Allegation Information or OUO-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.

A.6 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.7 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

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

A.8 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.

TASK ORDER STATEMENT OF WORK

1.0 BACKGROUND

Combined Operating License (COL) Applications are submitted pursuant to Part 52 of Title 10 of the *Code of Federal Regulations* (10 CFR 52), "Licenses, Certifications, and Approvals for Nuclear Power Plants." The U.S. Nuclear Regulatory Commission (NRC) reviews COL Applications based on information furnished by electric utility companies pursuant to 10 CFR 52.79, "Contents of Applications; Technical Information in Final Safety Analysis Report."

A Standard Review Plan (SRP) (NUREG-0800) is prepared for the guidance of staff reviewers in the Office of New Reactors in performing safety reviews of applications to construct or operate nuclear power plants and the review of applications to approve standard designs and sites for nuclear power plants. The principal purpose of the SRP is to assure the quality and uniformity of staff safety reviews.

The NRC staff has also prepared NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants," to provide guidance to the staff performing environmental reviews of applications relating to nuclear power plants. The Environmental Standard Review Plan (ESRP) is a companion to regulatory guides that address siting and environmental issues. As with NUREG-0800, the purpose of the ESRP is to assure the quality and uniformity of environmental reviews. The staff publishes the results of these reviews in an Environmental Impact Statement (EIS).

2.0 OBJECTIVE

The objective of this task order is to obtain technical expertise from the contractor to assist the NRC staff in determining whether or not the Turkey Point COL application meets appropriate regulatory requirements. Specifically, technical assistance is required for expert technical assistance services to assist the NRC in the review of environmental protection requirements associated with the Turkey Point Units 6 & 7 COL application. In addition, to assist NRC in developing the environmental regulatory documents to provide the bases for the licensing decision and support for the adjudicatory hearing on whether to grant a COL.

As part of Task Order 75 under NRC-42-07-036, ISL provided technical assistance related to the environmental review of the Turkey Point Units 6 & 7 COL application. Under Task Order 75 the following tasks were completed: one site audit and one alternative sites audit; two initial scoping meetings were held near the site in Homestead, FL; and one scoping summary report was issued; three rounds of requests for additional information (RAI) were submitted to FPL; a preliminary draft environmental impact statement (pEIS) was developed and submitted to NRC for review; and a draft pEIS writing session was held at the Pacific Northwest National Laboratory in Richland, WA. In addition, the Turkey Point COL review is subject to a contested hearing. The Atomic Safety Licensing Board (ALSB) initially admitted three contentions in February 2011. Two of those contentions were dismissed (January 2012), but one contention remains.

Under this task order, ISL will continue to provide NRC with technical assistance with the environmental review of the Turkey Point Units 6 & 7 COL application to complete the following:

(1) issuance and publishing of draft EIS; (2) support at NRC's public meeting for the draft EIS and responding to public comments; (3) preparing the final EIS; (4) support NRC's contested and mandatory hearing process; and (5) support post final EIS effort. ISL will continue to participate on a multidisciplinary team coordinated and managed by another NRC contractor; where this contractor with lead responsibility has the administrative and managerial role for document development and record controls. All established protocols, objectives, and milestones should continue to be followed. As indicated in Task Order 75, the duration of the project will require funding over several fiscal years and technical progress and project schedule may be affected by various circumstances (i.e. stakeholders, project risks, and issues), which may result in unanticipated schedule modifications.

3.0 WORK REQUIREMENTS, SCHEDULE AND DELIVERABLES

Upon the acceptance of this task order, the contractor will continue with the designated contract Project Manager (PM) who will continue to direct the principal investigators (subject matter experts [SMEs]) efforts for delivering consistent, high-quality products and services that satisfy client requirements meeting schedules and budget commitments. In addition, the established Environmental Project Plan prepared by the lead contractor will continued to be followed to integrate management, oversight, commitment tracking, quality and records control, schedule control, identification of technical and support staff, project meetings, contractor staff orientation, interactions with other NRC contractors involved in guidance development activities under other agreements, and travel.

In addition to the NRC Contracting Officer Representative (COR) (Technical), the NRC has designated an Environmental Project Manager (EPM), Ms. Alicia Williamson. The EPM for this activity is also the NRC COR (Technical) and these terms may be used interchangeably.

Below is a description of the specific tasks that the contractor will continue to support.

Table 1. Subtasks, Schedule, and Deliverables

Work Breakdown Structure	Subtasks(and Phase) Standards	Scheduled Completion	Deliverables
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Work Breakdown Structure	Subtasks(and Phase) Standards	Scheduled Completion	Deliverables
2.0 Project Management	<ol style="list-style-type: none"> 1. The PM will oversee the review effort and coordinate with COR (Technical) to ensure common understanding of work scope, timing of activities, and review progression. The PM will facilitate accurate reporting, including preparing a project management performance report, to provide the COR (Technical) with the necessary information for determining level of effort expended and the associated progress. Frequent and effective communication of any NRC direction, scope clarifications, schedule modifications; etc. to the team is expected. When necessary, the PM will participate in program level orientations, training and meetings which are held to disseminate timely information concerning programmatic information or decisions, and if work activities are adjusted along with any necessary schedule adjustments and appropriate parties are informed. 	Throughout project	Project Management Performance Reports as defined in Attachment 2 of this statement of work (SOW) (Supplement to Monthly Letter Status Report)

Work Breakdown Structure	Subtasks(and Phase) Standards	Scheduled Completion	Deliverables
5.0 Develop DEIS	<p>Requirement: Prepare RAIs in accordance with Attachment 1 of the base contract and review applicant responses, on an as needed basis. Submit finalized sections of draft environmental analysis in EIS format consistent with the ESRP to the lead contractor, if appropriate for contractor assigned technical area,</p> <p>Participate in team discussions on multidisciplinary technical consistency and conformance with regulatory guidance, and incorporate NRC-agreed upon technical resolutions.</p> <p>Standard: Participation of individuals (and means for participation) designated by NRC EPM and Technical Evaluation Report (TER) inputs provided in a timely manner to support the draft EIS. Documentation for inputs to be consistent with NRC-provided guidance and, where appropriate, templates; independent technical evaluations are expected to document rationale for reliance on applicant and alternate sources.</p>	<p>Approx. 20 days after all outstanding information has been received.</p>	<p>RAIs and Input to review of RAI responses, if required.</p> <p>Complete sections/ technical input to DEIS.</p> <p>Participate in team meetings as required.</p>

Work Breakdown Structure	Subtasks(and Phase) Standards	Scheduled Completion	Deliverables
5.1.2 DEIS Public Meeting	<p>2. Requirement: Subsequent to NRC issuance of DEIS, if appropriate, SME's will assist NRC at a public meeting to present the team findings and respond to questions during the presentation.</p> <p>Standard: Participation of individuals designated by NRC EPM and acknowledgement that participation is necessary, if relevant technical areas apply.</p>	Approximately 30 days after DEIS is published.	<p>Email confirmation that assigned personnel, if needed can participate in public meeting.</p> <p>Attend Public Meeting.</p>
5.1.3.2 Bin DEIS Comments	<p>3. Requirement: Participate in discussions regarding the disposition of comments received at the public meeting and during the public comment period.</p> <p>Standard: Participation of individuals designated by NRC EPM and acknowledgement that participation is necessary, if relevant technical areas apply.</p>	Approximately 20 days after closure of the comment period on DEIS.	Email confirmation that assigned personnel have reviewed comments and understand disposition and can participate in teleconferences.

Work Breakdown Structure	Subtasks(and Phase) Standards	Scheduled Completion	Deliverables
5.1.3.3 Draft Responses to DEIS Comments	<p>5. Requirement: Prepare initial responses to DEIS comments and interact with the NRC Technical Review team to resolve any discrepancies. Provide responses to lead contractor.</p> <p>Standard: Participation of individuals designated by NRC EPM and acknowledgement that participation is necessary, if relevant technical areas apply. Input is consistent with NRC-provided guidance, and where appropriate templates.</p>	Approximately 45 days after closure of the comment period on DEIS.	Draft Input to DEIS comments.
5.2 Draft input to FEIS	<p>6. Requirement: Complete technical review of the changes resulting from public and stakeholder comments, (b) provide working draft of environmental analysis in EIS format consistent with the ESRP to the lead contractor, and (c) incorporate NRC-agreed upon resolutions.</p> <p>Standard: Participation of individuals (and means for participation) designated by NRC EPM and TER inputs provided in a timely manner to support preparation of working draft in advance of technical discussions. Provide NRC EPM and acknowledgment that participation is necessary, if relevant technical areas apply. Documentation for inputs to be consistent with NRC-provided guidance; any supplemental evaluations are expected to document rationale for reliance on applicant and alternate sources.</p>	Approximately 60 days after closure of the comment period on DEIS.	Complete sections/ technical input to FEIS.

Work Breakdown Structure	Subtasks(and Phase) Standards	Scheduled Completion	Deliverables
5.2.2 FEIS Writing Session	<p>7. Requirement: If necessary, participate in team discussions (either at the lead contractor's location or by other means) on technical consistency and conformance with regulatory guidance.</p> <p>Standard: Participation of individuals (and means for participation) designated by NRC EPM and TER inputs provided in a timely manner to support preparation of working draft in advance of technical discussions. Provide NRC EPM an acknowledgment that participation is necessary, if relevant technical areas apply.</p>	Approximately 6 months after publication of DEIS.	<p>Email confirmation that assigned personnel, if needed can participate in FEIS writing session.</p> <p>Participate in Writing Session.</p>
<p>6.0 Hearing Process</p> <p>6.1 Hearing Support: Pre-FEIS</p> <p>6.2 Hearing Support: Post-FEIS</p>	<p>8. Requirement: Support EPM and Safety PM in preparing for and participating in (mandatory and, if applicable, contentious) hearing (including pre-hearing conferences, preparing testimony, attendance as witness, and contributing to the hearing files).</p> <p>Standard: Participation of individuals (and means for participation) designated by NRC EPM and inputs provided in a timely manner to support hearing activities in advance of legal discussions. Provide NRC EPM acknowledgment that participation is necessary, if relevant technical areas apply.</p> <p>Documentation for inputs (e.g., testimony) to be closely coordinated with legal staff consistent with information provided in EIS and filings in response to contentions.</p>	<p>Throughout project. Hearing schedule TBD.</p> <p>60-180 days following issuance of the final EIS.</p>	<p>Testimony Input if required.</p> <p>Attendance at Hearing Proceedings if required.</p> <p>Hearing file records provided on a continuing basis throughout the review.</p>

Work Breakdown Structure	Subtasks(and Phase) Standards	Scheduled Completion	Deliverables
7.0 Post FEIS Effort	9. The contractor team will support the EPM in post-final EIS activities associate with the identification and analysis of any new and potentially significant information.	Initiated by EPM if/when needed	No formal deliverables.

Note: These work schedules are subject to change by the COR (Technical) to support the fact of life project schedule changes resulting from technical process related project risks and issues caused by the review of the applicant's environmental project. However, the level of effort, deliverables, and contract costs shall be in accordance with the original contract criteria, except under those conditions where the scope of review needs to be modified due to review complexities.

The COR (Technical) will issue technical instruction throughout the duration of this task order. Technical instructions must be within the general SOW delineated in the task order and shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. Travel within the number of person-trips and person-days authorized under this work scope can be directed by the COR (Technical)/EPM. The contractor shall refer to Section G.1 of the base contract for further information and guidance on any technical directions issued under this task order.

Any modifications to the scope of work, cost, or period of performance of this task order must be issued by the CO and will be coordinated with the COR.

4.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

As specified in the base contract, the contractor shall provide individuals who have the required educational background and work experience to meet the objectives of the work specified in this task order.

Technical areas of the EIS that may require a SME include the following:

- Socioeconomics and Environmental Justice
- Land Use
- Fuel Cycle
- Health Physics & Radiation Protection
- Non-Radiation Health & Waste
- Cultural and Historic Resources
- Accident Analysis

The contractor shall provide a contractor PM to oversee the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete as defined in the base contract.

The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this task order, including assurance that all information contained in the

technical and cost proposals, including resumes, is accurate and truthful. The resume for each professional proposed to work under this task order (contractor, subcontractor, or consultant) shall describe the individual's experience in applying his or her area of engineering specialization to work in the proposed area. The use of particular personnel on this contract is subject to the NRC COR's approval. This includes any proposed changes to key personnel during the life of the task order.

5.0 REPORTING REQUIREMENTS

Task Order Progress Reporting Requirements

Please refer to Section F of the basis contract award document; Task Order No. 1 for Technical Assistance with Project Reporting; and Attachment 2 of this Task Order, for requirements (Monthly Letter Status Report, Electronic Spending Plan, and Project Management Performance Report) related to reporting technical and financial status of this project.

Technical Reporting Requirements

Unless otherwise specified above, the contractor shall provide all deliverables as draft products. The COR (Technical) will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the COR (Technical), and then deliver the final version of the deliverable. When mutually agreed upon between the contractor and the COR (Technical), the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement.

The contractor shall provide deliverables in hard copy (upon request) and electronic formats. The electronic format shall be provided in MS Word or other word processing software approved by the COR (Technical). For each deliverable, the contractor shall provide one hard copy (upon request) and electronic copy the CORs. The schedule for deliverables shall be contained in the approved project plan for the task order effort.

In all correspondence, include identifying information: Agreement No.: NRC-HQ-12-C-42-0093; JCN No.: Q4014; Technical Assignment Control No. RX0658; Task Order No.3; the applicant: FPL/Florida Power and Light; and, the site: Turkey Point Units 6 & 7.

At the completion of subtasks 2 and 5-6, provide technical inputs to the lead contractor, with copies to the NRC, that will be consolidated as TER in the form and content of a product that can be used by the NRC as input to the EIS, in the form and content of RAIs, or in the form and content of trip reports.

Also, communications with the NRC and among contractor staff may be subject to hearing file requirements under 10 CFR Part 2. In this circumstance, the COR (Technical) will identify the type of records that must be provided to the NRC for inclusion in the hearing file.

6.0 MEETINGS AND TRAVEL

The following travel assumptions should be considered in planning the work effort. It is likely that a smaller group than the entire review team will be necessary to accomplish some activities; the actual travel contingent will be determined by the COR (Technical). Travel in excess of the total number of person-trips must be approved by the CO; travel within the work

scope limits will be approved by the COR (Technical).

- One, Five-person, 4-day working trip to near the applicant's site for the draft EIS public meeting. (Task 3)
- One Five-person, 5-day working trip to Pacific Northwest National Laboratory for the Final EIS writing session. (Task 7)
- One, Two-person, 4-day trips to near the site for contested hearing.* (Task 8)
- One, Two- person, 4 day trips to NRC headquarters to participate in mandatory hearings.* (Task 8)

Periodically, over the course of this contact, the contractor will interact (e.g., via e-mail or telephone) with the EPM to discuss (a) project progress, (b) questions, (c) NRC comments, and (d) the conduct and content of subtasks associated with this contract. In unique circumstances, if the EPM is not fulfilling the role of the COR (Technical), then the results of any schedule and resource implications will be discussed with the COR (Administrative) as well. It is anticipated that most of the communication between the NRC and the contractor will be handled in this manner.

For planning purposes, it is assumed that progress meetings will be quarterly during any active phase of this project, at the discretion of NRC. Each of these meetings between the contractor PM and the COR (Technical) is expected to last 1 to 2 days. The contractor should plan to make available key personnel assigned to the project during the course of these meetings. Most meetings will generally occur at the contractor's location and will be scheduled between the COR (Technical) and the contractor PM. Periodically, a program review meeting, which involves NRC and contractor management, will be held at the contractor's location to review overall program objectives and project performance; program reviews are typically held biennially.

*At the discretion of the NRC COR (Technical), meetings may be conducted at the contractor or via telephone or video conference.

7.0 NRC FURNISHED MATERIAL

The COR (Technical) will provide those NRC documents related to the applicable portions of the application (for example, the Environmental Report) that are readily available. The COR (Technical) will provide access to pertinent sections of the COL, DC, or other NRC documents and docketed correspondence on related issues.

The contractor staff will identify any additional NRC documentation that is needed and the COR (Technical) will determine whether it will be provided by the NRC or obtained directly by the contractor from NUDOCS, ADAMS, NRC public document room or the NRC website at www.nrc.gov. In addition, the NRC will continue to ensure access to the environmental SharePoint site EARRTH, Environmental Assessment Reactor Review Team Home that will be used during the review.

8.0 LEVEL OF EFFORT

The estimated level of effort in professional staff hours apportioned among the tasks and project phases and by labor category is as follows:

Work Breakdown Structure	Task(s)	Labor Category	Level of Effort FY 2013 (hours)	Level of Effort FY 2014 (hours)	Level of Effort FY 2015 (hours)
2.0 Project Management	Project Management Tasks 1	Project Manager	100	80	20
		Admin Support	50	40	10
5.0 Draft EIS	Finalize DEIS, Public Meeting, and Comment Response Tasks 2-5	SMEs	640	0	0
5.0 Final EIS	Develop Final EIS Tasks 6-7	SMEs	150	400	
6.0 Hearing Process 6.2 Hearing Support: Post-FEIS	Mandatory Hearing Support Task 8	SMEs	0	100	100
7.0 Post-FEIS Efforts	Post-FEIS Effort Task 9	SMEs	0	25	25
	Total		940	645	155

Currently, support for the contested and mandatory hearings is expected to occur in FY 2014, therefore there are no hours estimated for FY 2013 for either hearing support.

9.0 PERIOD OF PERFORMANCE

The period of performance is date of award of task order (estimated February 1, 2013) through September 30, 2015.

10.0 OTHER APPLICABLE INFORMATION

License Fee Recovery

All work under this task order is fee recoverable and must be charged to the appropriate TAC number.

Expected Classification or Sensitivity

All work under this project is expected to be unclassified and not sensitive.

Assumptions and Understandings:

- The level of effort for all tasks is based on the assumption that the contractor is familiar with the review procedures of the ESRP (NUREG-1555), NRC and NEPA regulations and associated guidance documents.
- It is assumed that the contractor has access to the NRC furnished material available on the Internet.
- It is understood that the scope of the review consists of conference calls with the NRC staff, and with the NRC staff and the applicant, to discuss open items in an attempt to obtain additional information or reach resolution.
- The level of effort assumes that the total number of comments on the draft EIS across all technical areas will be of the order of 2000 comments and that about 10 percent will require a refinement of earlier analyses.
- The level of effort assumes that the contractor will operate collegially with the lead contractor and any other contractors assigned to the project; notably, those contractors other than the lead contractor are expected to meet timeliness and quality input objectives so that the lead contractor can compile all inputs to meet NRC expectations.
- Unless specifically requested by the contractor, it is assumed that it has access to NRC furnished material on the Internet and at the NRC SharePoint site EARRTH.
- It is understood that the scope of the review consists of NRC team activities led by another contractor with oversight provided by NRC technical staff and monitored/directed by the NRC COR/EPM.
- The key deliverables, or outputs of this regulatory review, shall be the inputs to TERs that will provide the inputs for the NRC draft and final EISs. The EIS will document the NRC's technical, environmental, and legal basis for approving the COL application. The TER inputs must provide sufficient information to adequately explain the NRC staff's

rationale for its assessment of the reasonably foreseeable impacts on the human environment of constructing, operating, and decommissioning the proposed project and its consideration of certain alternatives. The TER, and ultimately the EIS, should be written in plain language whereby an interested person without a technical background could understand the staff's assessment and rationale for its conclusions and recommendations.

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. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.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:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

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.

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

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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 (June 2008).

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**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
 - b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
 - c. 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.
 - d. 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.**
 - e. 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.
 - f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
 - g. 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.
 - h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.
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- i. 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).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. 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</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>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).

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

(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	\$

(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.

o. 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.

p. 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 (JUN 2011).

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

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

s. Grand Totals.

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

3. Sample Invoice/Voucher Information

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

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

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct 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	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____

(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: \$ _____ \$ _____

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

(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.)

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>
			<u>\$2,400</u>	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>
	<u>\$2,400</u>	<u>\$480</u>

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	= <u>\$ 900</u>

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

\$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>
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	= <u>\$20,000</u>
	\$30,000

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

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

12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%

**BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

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