

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1 REQUISITION NO
HR-13-128
FAIMIS: 131304
PAGE 1 OF 10

2 CONTRACT NO
NRC-38-10-723A
3 AWARD/EFFECTIVE DATE
See Block 16c
4 ORDER NO
NRC-HQ-13-T-38-0017
5 SOLICITATION NUMBER
6 SOLICITATION ISSUE DATE

7 FOR SOLICITATION INFORMATION CALL:
a NAME
b TELEPHONE NO. (No Collect Calls)
8 OFFER DUE DATE/LOCAL TIME

9 ISSUED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Rob Robinson, 301-492-3693
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE 3100
10 THIS ACQUISITION IS
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
NAICS: 611430
SIZE STANDARD: \$10 Million
8(A) Y

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE
12 DISCOUNT TERMS
13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
☐
13b RATING
N/A
14 METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15 DELIVER TO
U.S. Nuclear Regulatory Commission
Washington DC 20555
CODE
16 ADMINISTERED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE 3100

17a CONTRACTOR/OFFEROR
SUNTIVA, LLC
SUNTIVA EXECUTIVE CONSULTING
7600 LEESBURG PIKE STE 440E
FALLS CHURCH VA 220432004
CODE
FACILITY CODE
18a PAYMENT WILL BE MADE BY
Department of Interior / NBC
NRCPayments.NBCDenver@NBC.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230
CODE 3100

TELEPHONE NO
DUNS: 167032239 DUNS-4
PHONE:
FAX:
☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19 ITEM NO	20 See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>This Task Order is issued under the Basic Contract NRC-38-10-723A, "Organization Development Intervention." The purpose of this Task Order is to provide OD coaching to the Office of the Chief Financial Officer (OCFO) management team.</p> <p>Task Order Period of Performance: Date of Award - 9/30/2013 Total Task Order Ceiling: \$7,984.35 Total Amount Obligated (with this action): \$7,984.35</p> <p>SBA#: 0353/10/007890</p> <p>See attached pages for additional terms and conditions and detailed Statement of Work.</p>				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25 ACCOUNTING AND APPROPRIATION DATA
B&R#: 2013-84-51-N-192; Job Code: T8477; BOC: 252A
Appr. #: 31X0200; Amount Obligated: \$7,984.35
DUNS#: 167032239; NAICS Code: 611430; APP-13-11951
26 TOTAL AWARD AMOUNT (For Govt Use Only)
NTE \$7,984.35

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED
27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
29 AWARD OF CONTRACT, REF DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a SIGNATURE OF OFFEROR/CONTRACTOR
ERIC HENSON, VICE PRESIDENT 2/26/2013
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT)
ERIC HENSON, VICE PRESIDENT
30c DATE SIGNED
2/26/2013
31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Erika Eam
31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Erika Eam
31c DATE SIGNED
2/27/2013

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

MAR 08 2013

ADM002

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A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Senior OD Consultant		Hours		
0002	Program Manager		Hours		
GRAND TOTAL					---
					\$7,984.35
					=====

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

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

This order shall commence on the Date of Award and will expire on September 30, 2013.

A.3 STATEMENT OF WORK**Background**

The Chief Financial Officer (OCFO) is responsible for the NRC's Planning and Budgeting, and Performance Management process and for all of the NRC's financial management activities. The CFO establishes planning, budgeting, and financial management policy for the agency and provides advice to the Chairman and the Commission on these matters. The CFO develops and maintains an integrated agency accounting and financial management system; establishes policy and directs oversight of agency financial management personnel, activities, and operations; prepares and transmits an annual report which includes the agency's audited financial statement to the Chairman and the Director, Office of Management and Budget; monitors the financial execution of NRC's budget in relation to actual expenditures, controls the use of agency funds to ensure that they are expended in accordance with applicable laws and standards, and prepares and submits to the Chairman timely cost and performance reports; and reviews, on a periodic basis, fees and other charges imposed by NRC for services provided and makes recommendations for revising those charges as appropriate. The CFO provides an agency-wide management control program for financial and program managers to comply with the Federal Managers' Financial Integrity Act, and is responsible for implementing the Chief Financial Officers Act and the Government Performance and Results Act at the NRC.

With management/supervisory changes over the past year, personality conflicts have developed between a Division and Deputy Division Director. The conflicts have been noticeable and at times disruptive within the organization. With the support of the Deputy Office Director, they have agreed to enlist the aid of a coach to help them with their challenges and build a stronger management team.

Deliverables

Specifically, OCFO requires that Suntiva, under Contract No.: NRC-38-10-723A, provide the following services and deliverables to its leadership and management team:

Senior OD Consultant

- Meet with Deputy Office Director initially to discuss challenges and desired outcomes for the coaching intervention (Estimated 1 hour – Senior OD Consultant)
- Utilizing background material, prepare for coaching and group sessions with affected parties. (Estimated 3 hours – Senior OD Consultant, 1 hour – Program Manager)
- Meet with a chosen staff member to glean additional background material to gain another perspective of how the current environment is affecting the staff. (Estimated 1 hour – Senior OD Consultant)
- Conduct individual coaching sessions for the Division and Deputy Division Director (Estimated 8 hours (4 hours each) – Senior OD Consultant)
- Facilitate 3 sessions (2 hours each) with the Division and Deputy Division Director together to agree to how they will be working together, and giving them an opportunity to practice the communication tools they will have learned during their coaching sessions. (Estimated hours – 9 hours – Senior OD Consultant; 1.5 hours Program Manager)
- Facilitate 1 session with the Deputy Office Director, Division and Deputy Division Director and the chosen staff member to ensure each one understands his/her role for respectfully communicating with each other, and hold each other accountable for one another's success. (Estimated 2 hours – Senior OD Consultant, .5 hours Program Manager)
- The Suntiva Consultant/Coach will liaise with the Suntiva Program Manager and NRC Contracting Officer's Representative (COR) to ensure the work is delivered on time, on budget and is of high quality. The effectiveness of the work will be evaluated per the NRC's OD contractual requirements. (Estimated 3 hours – Senior OD Consultant, 3 hours – Program Manager)

Expected Overall Outcomes

- Clearly defined client/consultant objectives regarding scope and expectations to include strategies for effective communications.
- Clients' self-awareness of their communication styles and the affect it has within the organization.
- Enhanced skill sets to aid in addressing communication challenges.
- Agreement by all parties regarding how they will communicate with each other, and how they will hold each other accountable.

Projected Level of Effort

Contract Labor Category	Labor Rate	Estimated Level of Effort	Total*
Senior OD Consultant			
Program Manager			\$
Total			\$7,984.35

* Contractor shall not exceed the Total without prior authority from the Contracting Officer by way of written modification to the Task Order.

Period of Performance:

All services shall begin no earlier than the date of award and must be completed by September 30, 2013. If services cannot be completed by the period of performance end date, then written justification must be provided to the COR. The period of performance can only be extended by the Contracting Officer, by way of written modification to the Task Order.

A.4 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

A.5 BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

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

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

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. 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 claims 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 (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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

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

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

Supersession: These instructions supersede previous Billing Instructions for Labor Hour/Time and Materials Type Contracts (June 2008).

**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. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- i. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- 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 (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

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

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

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

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

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

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

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

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

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

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

q. Grand Totals.

3. Sample Invoice/Voucher InformationSample 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) Direct Costs			
(1) Direct burdened labor	\$ _____	\$ _____	\$ _____
(2) Government property (\$50,000 or more)	\$ _____	\$ _____	\$ _____
(3) Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____	\$ _____
(4) Materials Handling Fee	\$ _____	\$ _____	\$ _____
(5) Consultants Fee	\$ _____	\$ _____	\$ _____
(6) Travel	\$ _____	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____	\$ _____
Total Amount Billed	\$ _____	\$ _____	\$ _____
Adjustments (+/-)	\$ _____	\$ _____	\$ _____
Grand Total	\$ _____	\$ _____	\$ _____

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

SAMPLE SUPPORTING INFORMATION

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

Cost Elements:1) Direct Burdened Labor - \$4,800

<u>Hours Category</u>	<u>Burdened Billed</u>	<u>Rate</u>	<u>Cumulative Total</u>	<u>Labor Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			\$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

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

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

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

10 Radon tubes @ \$110.00	=	\$1,100
6 Pairs Electrostatic gloves @ \$150.00	=	\$ 900
		<u>\$2,000</u>

4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

5) Consultants' Fee - \$100

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

6) Travel - \$2,640

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

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

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

7) Subcontracting - \$30,000

Company A	=	\$10,000
Company B	=	<u>\$20,000</u>
		\$30,000

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

\$99,580
<u>- 0</u>
\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

MEMORANDUM OF NEGOTIATION

Contractor:	Suntiva, LLC
Contract No.:	NRC-38-10-723A
Task Order No.:	NRC-HQ-13-T-38-0017
RFP#:	HR-13-128
Total Task Order Ceiling:	\$7,984.35
Obligated Amount this Action:	\$7,984.35
Contracting Officer Representative:	Nichole Glenn, HRTD
Contract Specialist	Rob Robinson, RRG
Contracting Officer	Erika Eam, RRG

PURPOSE

The purpose of this Task Order is to provide coaching to the OCFO management team in order to improve working relationships and assure alignment. This task order is issued under the enterprise-wide contract, NRC-38-10-723A – "Organization Development Interventions."

- The issuance date of the Task Order is within the period of the basic contract.
- The services ordered are within the contract scope of work.
- The Labor Rates are included in the Basic Contract and were awarded based off of a GSA MOBIS schedule, and are therefore considered fair and reasonable. The Labor Category is also considered professional services and therefore is not subject to the laws and provisions of the Service Contract Act.
- The category of personnel and their level of effort in the Task Order have been reviewed to be in accordance with the technical request.
- The subject Task Order is recommended for signature by the Contracting Officer.

DISCUSSION

On February 6, 2013, the Program Office notified the Division of Contracts, by way of RFP# HR-13-128, of the need to issue a new Task Order against the enterprise-wide OD contract in order to provide coaching to the OCFO management team in order to improve working relationships and assure alignment.

The Contracting Officer's Representative (COR) confirmed that this work was necessary and within the confines of the Basic IDIQ Contract's statement of work. A review of the Basic Contract supports the COR's assertion. In accordance with FAR 16.601(c), this Task Order was awarded as Labor Hour/Time and Materials because the emergent nature of the work makes it difficult to accurately estimate the extent or duration of the work to be performed.

The Task Order was issued to Suntiva for signature on February 26, 2013. Suntiva is the only awardee on this 8(a) IDIQ contract, therefore competition was not required for this Task Order. The Task Order was not subject to OGC review because the total Task Order value is under the Simplified Acquisitions Threshold and is not awarded to a

company involving any former NRC employees. The Task Order was fully executed on February 28, 2013.

COST ANALYSIS

The Contract Specialist (CS) reviewed the proposed price for the Task Order and determined it was fair and reasonable because:

- The Labor Rates are included in the Basic Contract and were awarded based off of a GSA MOBIS schedule, and are therefore considered fair and reasonable. The Labor Category is also considered professional services and therefore is not subject to the laws and provisions of the Service Contract Act.

Because the rates were previously agreed upon by the NRC and because they are part of a current GSA MOBIS schedule, they are still considered fair and reasonable.

CONGRESSIONAL NOTIFICATION

Congressional notification is required for awards that exceed \$500,000.00 according to guidelines set in AAPD 02-13. This award does not exceed \$500,000.00 therefore, notification is not required for this Task Order.

RECOMMENDATION

Based on the above discussion, the recommendation is that the Contracting Officer signs the NRC-HQ-13-T-38-0017.

Rob Robinson *2/26/13*
Rob Robinson Date
Contract Specialist
DC/RRG

Erika Eam *2/27/2013*
Erika Eam
Contracting Officer Date
DC/RRG