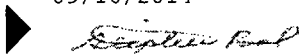


# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES  
1 32

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

1. DATE OF ORDER 09/09/2014		2. CONTRACT NO. (If any) NRC-HQ-12-C-42-0106		6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
3. ORDER NO. NRC-HQ-25-14-T-0005		4. REQUISITION/REFERENCE NO. NRO-14-0219		b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001				c. CITY ROCKVILLE	d. STATE MD
				e. ZIP CODE 20852	
7. TO: TRACEY MULLINIX				f. SHIP VIA	
a. NAME OF CONTRACTOR ENERGY RESEARCH INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS PO BOX 2034				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ROCKVILLE		e. STATE MD	f. ZIP CODE 20847		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NEW REACTORS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS 30	
17. SCHEDULE (See reverse for Rejections)					
ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	The Contractor shall provide services in accordance with the Statement of Work entitled "Combined Operating License Referencing Economic Simplified Boiling Water Reactors"				
	Continued ...				
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME US NUCLEAR REGULATORY COMMISSION				\$224,408.59	
b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A					
c. CITY ROCKVILLE				d. STATE MD	e. ZIP CODE 20852-2738
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) STEPHEN M. POOL TITLE: CONTRACTING/ORDERING OFFICER	

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OPTIONAL FORM 347 (Rev. 2/2012)  
Prescribed by GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

SEP 11 2014

ADM002

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER

CONTRACT NO.

NRC-HQ-12-C-42-0106

ORDER NO.

NRC-HQ-25-14-T-0005

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	<p>Period of Performance: 09/30/2014 to 09/03/2016</p> <p>NRC Contracting Officer's Representative: John Klos 301-415-5136</p> <p>Alt. NRC Contracting Officer's Representative: Chandu Patel 301-415-3025</p> <p>Accounting Info: 2014-X0200-FEEBASED-25-25D004-17-4-107-2009-251A</p> <p>Labor/Fee Line Item Ceiling\$224,408.59 Incrementally Funded Amount: \$100,000.00</p> <p>The obligated amount of award: \$100,000.00. The total for this award is shown in box 17(i).</p>				224,408.59	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$224,408.59


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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)  
Prescribed by GSA FAR (48 CFR) 53.213(f)

## CONTRACTOR ACCEPTANCE OF TASK ORDER NRC-HQ-25-14-T-0005

Acceptance of Task Order No: NRC-HQ-25-14-T-0005 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted Task Order No. NRC-HQ-25-14-T-0005:



Name Mohsen Khatib-Rahbar

President

Title

September 5, 2014

Date

## SECTION B - Supplies or Services/Prices

### NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: "Combined Operating License Referencing Economic Simplified Boiling Water Reactors - Technical Assistance in Safety Evaluation Reports Production Work (North Anna 3)"

(b) Summary work description: *The objective of this task order is to obtain technical editing expertise concerning the staff's technical inputs for North Anna SER Chapters, phase 4 of the North Anna 3 SER. The contractor shall provide technically edited Final SERs to be utilized by the NRC staff for documenting their results of the North Anna 3 COL application.*

### PRICE/COST SCHEDULE

PERIOD OF PERFORMANCE - September 30, 2014 through September 03, 2016				
OLIN NO.	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL CPFF
00001	COL Referencing ESBWR - Technical Assistance in SER Production Work			
Total				\$224,408.59

### NRCB040A CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALTERNATE I

(a) The total estimated cost to the Government for full performance of this contract is **\$224,408.59** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which \$ [REDACTED] represents the fixed-fee.

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

(c) The amount currently obligated by the Government with respect to this contract is **\$100,000.00**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" 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 [REDACTED] 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 [REDACTED] whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is [REDACTED]

## SECTION C - Description/Specifications

### Statement of Work

JCN Q-4013	Contractor ERI	Task Order No. NRC-HQ-25-14-T-0005
Applicant Dominion Virginia Power (Dominion)	Design/Site North Anna 3	Docket No. 05200017
Title/Description COL Referencing ESBWR – Technical Assistance in SER Production Work		
TAC No. TBD	B&R Number TBD	SRP or ESRP Section(s) Various
NRC Contracting Officer's Christine Briggs	Representative, COR (Administrative) 301-415-2713	Christine.briggs@nrc.gov
NRC Task Order COR's (Technical)		
John Klos, Primary COR	301-415-5136	<a href="mailto:John.Klos@nrc.gov">John.Klos@nrc.gov</a>
Chandu Patel, Alternate COR	301-415-3025	<a href="mailto:Chandu.Patel@nrc.gov">Chandu.Patel@nrc.gov</a>

#### 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 (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 staff publishes the results of these reviews in the form of a Safety Evaluation Report (SER).

#### 2.0 **OBJECTIVE**

The objective of this task order is to obtain technical editing expertise concerning the staff's technical inputs for North Anna SER Chapters, phase 4 of the North Anna 3 SER. The contractor shall provide technically edited Final SERs to be utilized by the NRC staff for documenting their results of the North Anna 3 COL application.

In addition to technical editing, the contractor shall provide technical assistance in the development of the listed Appendices, stated in Attachment 2.

As part of this scope of work, the contractor shall also perform a regulatory review of cross-cutting requirements summarized in Chapter 1 of the Final Safety Analysis Report (FSAR).

### **3.0 WORK REQUIREMENTS, SCHEDULE, AND DELIVERABLES**

<b>Tasks/Standards</b>	<b>Scheduled Completion</b>	<b>Deliverables</b>
3.1 Phase 4: Technical evaluation report related to regulatory review of cross cutting requirements identified in FSAR Chapter 1. Support Chapter Days and ACRS briefings as requested.	Agreed on with COR and/or Lead Project PM.	Input to the NRC's Chapter 1 SER (contractor deliverable is a draft TER for Chapter 1) with respect to the cross cutting sections reviewed.
3.2 Prepare a Project Plan including configuration and quality control. Develop tentative schedule for task 3.1, 3.3 and 3.4 deliverables based on review phase milestones contained within the project's EPM schedule. Note: Task 3.3's review is intended to include Chapters 2, 3, 11, 12, 13, 14 and 20.	Four weeks after award of Task Order.	Project Plan and tentative schedule.
3.3 Phase 4: Staff SER technically edited, formatted, and revised. Provide references at the end of each SER Chapter.	Each technically edited Chapter SER shall be completed within two weeks (10 business days) after input by the COR has provided it to the contractor.	Technically edited phase 4 SER
3.4 Develop FSER Appendices listed in Attachment 2 (Note: The previous files developed for these Appendices during the Phase 2 of this project are stated in Attachment 2).	Agreed on with Lead Project PM	FSER Appendices

NOTE: These Work Schedules are subject to change by the NRC Contracting Officer (CO) to support the North Anna Project Licensing process.

The COR may issue technical instruction from time to time throughout the duration of this task order. Technical instructions must be within the general statement of work 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. 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**

The contractor shall provide personnel who have the required educational background and work experience to meet the objectives of the work specified in this task order. Specific qualifications for this effort include: As a minimum, qualified personnel to perform technical evaluations, proficient in MS Word formatting features, technical editing and the performance of NRC legal reviews.

The contractor shall pursue IT2 clearance for access to the NRC network, specifically ADAMS.

The contractor shall provide a project manager (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 CORs approval. This includes any proposed changes to key personnel during the life of the task order.

#### **5.0 REPORTING REQUIREMENTS**

##### **Task Order Progress Report**

The contractor shall provide a bi-weekly progress report summarizing accomplishments, expenditures, contractor staff hours expended, percent completed for each task under this task order, and any problems encountered by the contractor. Additionally, a matrix should be added that includes all sections received, reviewed (redlined) per Management Directive (MD) 3.7, NUREG-Series Publications and sent back to the NRC. The report shall be sent via e-mail to the NRC CORs and CO.

Refer to Section F – Deliveries or Performance of the basic contract award document for contract reporting requirements.

##### **Technical reporting requirements**

Unless otherwise specified above, the contractor shall provide all deliverables as draft products. The COR 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, and then deliver the final version of the deliverable. When mutually agreed upon between the contractor and the COR the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement.

The contractor shall provide the following deliverables in hard copy and electronic formats. The electronic format shall be provided in MS Word or other word processing software approved by the COR. For each deliverable, the contractor shall provide an electronic copy to the COR, cc: the COR back up. It is assumed that the contractor has access to the NRC furnished material available on the Internet. The schedule for deliverables shall be contained in the approved project plan for the task order effort.

It is understood that the scope of the review consists of conference calls with the NRC staff, and not the applicant.

The primary deliverables shall be the technically edited (updated and properly formatted) draft Safety Evaluation Reports (SERs). The draft SERs must provide sufficient information to adequately explain the NRC staff's rationale for the safety findings. The draft SERs, and ultimately the SERs, should be written in a manner whereby a person with a technical (non-nuclear) background and unfamiliar with the applicant's request could understand the basis for staff's conclusions.

The contractor is responsible for technical editing the SER's, including their structure, to follow Federal and agency standards for publications including MD 3.7. The current agency word processing standard is Microsoft Word. The contractor must use the latest agency-designated version of this agency standard.

At the completion of Task 3.3 and 3.4, respectively, submit the references for each Chapter of the SER technically edited and the Appendices per the attached list.

The contractor should acquire NRC network/ADAMS access and provide accessible, archival-quality, print-ready, Web-enabled DOC source files that meet Federal and agency requirements for publications concerning the deliverables for this task order. Alternatively, on an interim basis, while the contractor is pursuing IT2 clearance, the contractor will provide accessible, archival-quality, print-ready, Web-enabled PDF and DOC source files that meet Federal and agency requirements for publications. The print and electronic copies must match (suggestion: print the paper copy from the PDF, which is generated from the MS Word DOC file).

Electronic files should be:

1. Accessible: comply with Section 508 of the Rehabilitation Act (check the accessibility); accessible to screen readers; high contrast in black and white if any color is used; any information conveyed with color is conveyed equally well when color is not available.
2. Archival: generate PDF using PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata.
3. Print-ready: min. 600 dpi (1200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF should be an entire document, including cover, inside cover, title page, Form 335, etc. (see NUREG-1757).

The schedule for deliverables shall be contained in the approved project plan for the task order effort.

In all correspondence, include the following identifying information:



- JCN No. Q-4013
- Task Order No. NRC-HQ-25-14-T-0005
- Applicant's name: Dominion
- Site Name: North Anna 3
- TAC No.: TBD

Reporting requirements are also specified in Section 3.

## **6.0 MEETINGS AND TRAVEL**

1. One, one-person, one-day working meeting at NRC headquarters in Rockville, Maryland to review task order deliverables.\*

\*At the discretion of the COR this meeting may be conducted via telephone or video conference.

## **7.0 NRC FURNISHED MATERIAL**

The following NRC furnished materials will be provided to the contractor in conjunction with the SOW:

1. CD-ROM containing COL Application Sections and the relevant Appendices from the COL application.

## **8.0 LEVEL OF EFFORT**

The estimated level of effort is 1,810 professional staff hours apportioned among the tasks as follows:

<b>Task(s)</b>	<b>Labor Category</b>	<b>Level of Effort FY 14 - 15 (hours)</b>	<b>Level of Effort FY-16 (hours)</b>
3.1 Phase 4 Technical Evaluation report of cross cutting requirements and support for Chapter Days and ACRS briefings.	Technical editor  Document Specialist	449	75
3.2 Update Project Plan	Technical editor Document Specialist	77	0

<b>Task(s)</b>	<b>Labor Category</b>	<b>Level of Effort FY 14 - 15 (hours)</b>	<b>Level of Effort FY-16 (hours)</b>
3.3 Phase 4 Input for Draft Final SER.	Technical editor Document specialist Subject Matter Expert	713	75
3.4 Phase 4 Appendices for FSER.	Technical editor Document specialist	271	150
<b>Total</b>		1,510	300

## **9.0 PERIOD OF PERFORMANCE**

The projected period of performance is from September 30, 2014 through September 03, 2016.

## **10.0. OTHER APPLICABLE INFORMATION**

### **1. License Fee Recovery**

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

### **2. Expected Classification or Sensitivity**

All work under this project is expected to include unclassified, sensitive and/or safeguards information.

### **3. Assumptions and Understandings:**

The level of effort for Task 3.3 is based on the assumption that there will be approximately 7 chapters to be technically edited.

The level of effort for Task 3.4 is completed based the reading of the 20 North Anna SER chapters

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, if necessary, with the NRC staff and the applicant.

Web-enabled (electronic): bookmarks for navigation (generated by MS Word with the heading styles applied); live links to Web sites (entire URL must be active); meet NRC Web publication standards; enabled for Fast Web view; match agency wide electronic standards

(<http://www.nrc.gov/site-help/e-submittals.html>)

Specifically, the MS Word file should use:

1. Font: Arial Style: Regular Size: 11
2. Automated formatting (no manually tabbed columns)
3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text.
4. Headers and other structural markup
5. Abbreviation list
6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark columns headers if possible)
8. Embedded fonts and objects
9. No embedded links to other documents or websites

Suggestions for file names:

1. Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens ("\_" and "-").
2. Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters.
3. Reserve the period (".", full stop) for the file extension at the end of the filename.

In addition to general document quality standards, the contractor should meet the standards in:

1. U.S. Government Printing Office (GPO) Style Manual
2. NUREG-0650, Rev. 2, "Preparing NUREG-series Publications"
3. NUREG-1379, "NRC Editorial Style Guide"
4. NUREG-0544, "NRC Collection of Abbreviations," Rev. 4 July 1998
5. [www.plainlanguage.gov](http://www.plainlanguage.gov)
6. Section 508 of the Rehabilitation Act

Attachments:

1. Regulatory Criteria in FSAR Ch 1
2. List of Appendices

**Regulatory Criteria in FSAR Ch 1**

(Note: Interfaces with Standard Design is out of scope of this task)

1. Conformance with Regulatory Guidance

a. Regulatory Guides

Review the North Anna 3 FSAR Chapter 1 text and table(s) which address conformance with the NRC's regulatory guides that are applicable to the North Anna 3 COL application. The table(s) should include an identification and description of deviations from the guidance contained in the NRC's regulatory guides, as well as suitable justifications for any alternative approaches proposed by the COL applicant with appropriate references to the FSAR sections where they are addressed.

b. Standard Review Plan

Review the applicant's evaluation against the Standard Review plan in effect 6 months before the docket date (January 28, 2008). The applicant's evaluation should include an identification and description of all differences in design features, analytical techniques, and procedural measures proposed for the facility and those corresponding features, techniques, and measures given in the acceptance criteria in the review guidance. Where differences exist, the evaluation should discuss or provide references to the FSAR section that describes how the proposed alternative provides an acceptable method of complying with the Commission's regulations that underlie the corresponding acceptance criteria.

2. Generic Issues and Three Mile Island Requirements

Review of the table that identifies proposed technical resolutions for those Unresolved Safety Issues and medium- and high-priority generic safety issues that are identified in the version of NUREG-0933 current on the date up to 6 months before the submittal date of the application and that are technically relevant to the design and identifies FSAR section references where the resolutions are addressed is reviewed. The table also identifies Three Mile Island requirements set forth in 10 CFR 50.34(f).

3. Operational Experience (Generic Communications)

Review information from the applicant that demonstrates how operating experience insights from generic letters and bulletins issued after the most recent revision of the applicable standard review plan and 6 months before the docket date of the application, or comparable international operating experience, have been incorporated into the plant design is reviewed.

4. Documentation of review (Tasks #3.1-3.3 above)

Document the results of Tasks #3.1, 3.2, and 3.3 in the form of a draft TER for Chapter 1 using the standard format presented in the North Anna SERs provided to the contractor.

References:

- Standard Review Plan (SRP) Chapter 1 – Introduction and General Description of Plant
- Regulatory Guide 1.206, C.III.2 Information Needed for a Combined License Application Referencing a Certified Design and an Early Site Permit
- North Anna 3 Final Safety Analysis Report: Chapter 1 Introduction and General Description of the Plant
  - 1.9 Conformance with Standard Review Plan and Applicability of Codes and Standards
  - 1.11 Technical Resolutions of Task Action Plan Items, New Generic Issues, New Generic Safety issues and Chernobyl Issues
  - Appendix 1A Response to TMI Related Matters
  - Appendix 1C Industry Operating Experience

**List of Appendices**

- A - License Conditions, ITAACs, and List of Commitments (no phase 2 file available)
- B - Chronology of COL Application (phase 2 file, ML092150295)
- C - Chronology of NRC's Requests for Additional Information (RAIs), ML092150331, ML09215032
- D - References (phase 2 file, ML092150302)
- E - Principal Contributors (phase 2 file, ML092150315)
- F - Report by Advisory Committee on Reactor Safeguards (no phase 2 file available)

Note: The Contractor will also prepare;

- G - Table of Contents (with page numbers) (no phase 2 file available),
- H - List of abbreviations (phase 2 file, Acronyms, ML092150304), and
- I - Abstract page for the FSER, (no phase 2 file available)

## **SECTION D - Packaging and Marking**

### **NRCD020 BRANDING**

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of New Reactors, under Contract/Order number NRC-HQ-12-C-42-0106/NRC-HQ-25-14-T-0005.

### **NRCD010 PACKAGING AND MARKING**

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

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

(c) Additional packaging and/or marking requirements are as follows: None.

## **SECTION E - Inspection and Acceptance**

### **CONTRACTING OFFICER'S REPRESENTATIVE**

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

Name: John Klos  
Address: Mail Stop: TWFN 06-J10  
Washington, DC 20555  
Telephone Number: 301-415-5136

(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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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, approve 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 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 that 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 to the instruction or direction 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.

## **SECTION F - Deliveries or Performance**

### **NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on September 30, 2014 and will expire on September 03, 2016.

### **NRCF010 PLACE OF DELIVERY-REPORTS**

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

- a. Name: John Klos (1 Electronic Copy)
- b. Contracting Officer's Representative (COR)
- c. Address: John.Klos@nrc.gov (1 Electronic copy)
  
- d. Name: Hugo Alcantara (1 Electronic Copy)
- e. Contract Specialist (CS)
- f. Address: Hugo.Alcantara@nrc.gov (1 Electronic copy)

## **SECTION G - Contract Administration Data**

### **NRCG030 ELECTRONIC PAYMENT (SEP 2014)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

## SECTION H - Special Contract Requirements

### 2052.215-70 KEY PERSONNEL (JAN 1993)

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

<u>Name</u>	<u>Title</u>
Dr. M. Khatib-Rahbar	Project Manager
Dr. R. Karimi	Quality Control

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.

### 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)

(a) Total expenditure for travel may not exceed **\$100.00** without the prior approval of the contracting officer.

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

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

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

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

#### **NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

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.

#### **NRCH470 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at:  
<http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service

Administration's (GSA) Green Procurement Compilation at:  
<http://www.gsa.gov/portal/content/198257>.

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

#### **NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

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

entitled: "Your Rights Under the Energy Reorganization Act".

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

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

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

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

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

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

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OOU-Allegation

Information or 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.

## **SECTION I - Contract Clauses**

### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.



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

### BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)

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

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

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

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**Purchase of Capital Property:** (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

**Frequency:** The contractor shall submit requests for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

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

instructions for preparation and itemization of the invoice/voucher are included with the sample form.

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

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

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

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

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

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

**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**2. Invoice/Voucher Information**

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)))).

c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

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

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

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

k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

o. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

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

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Rate</u>	<u>Cumulative</u> <u>Total</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).

(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.

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

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

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

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

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

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

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

t. Grand Totals.

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

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>
<b>(a)</b>	<b><u>Direct Costs</u></b>		
(1)	Direct labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3)	Government property (\$50,000 or more)	\$ _____	\$ _____
(4)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(5)	Premium pay (NRC approved overtime)	\$ _____	\$ _____
(6)	Consultants Fee	\$ _____	\$ _____
(7)	Travel	\$ _____	\$ _____
(8)	Subcontracts	\$ _____	\$ _____
(9)	Other costs	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____
<b>(b)</b>	<b><u>Indirect Costs</u></b> (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:		\$ _____	\$ _____
<b>(c)</b>	<b><u>Fixed-Fee:</u></b>		
(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) \$ _____		
<u>Note:</u> The fee balance withheld by NRC may <u>not</u> exceed \$100,000.			
Total Fixed-Fee:		\$ _____	\$ _____
<b>(d)</b>	<b>Total Amount Billed</b>	\$ _____	\$ _____

(e)	<b>Adjustments (+/-)</b>	\$ _____	\$ _____
(f)	<b>Grand Total</b>	\$ _____	\$ _____

(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	\$ 500	320
			<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>
		<u>\$2,000</u>

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%

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