

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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18

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

1. DATE OF ORDER 05/18/2015	2. CONTRACT NO. (If any) NRC-HQ-40-15-E-0004	6. SHIP TO:	
3. ORDER NO. NRC-HQ-25-15-T-0001		a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
4. REQUISITION/REFERENCE NO. NRO-15-0090		b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		c. CITY ROCKVILLE	d. STATE MD
		e. ZIP CODE 20852	

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR NAVAR INC	8. TYPE OF ORDER
b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE
c. STREET ADDRESS INFANTRY RIDGE ROAD	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY MANASSAS	REFERENCE YOUR:
e. STATE VA	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 20109-2316	10. REQUISITIONING OFFICE OFFICE OF NEW REACTORS

9. ACCOUNTING AND APPROPRIATION DATA See Schedule		12. F.O.B. POINT	
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 VETERAN-OWNED <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)	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination		

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)
	SMALL BUSINESS ADMINISTRATION SBA Requirement No.: 1013/15/501474 Contractor POC: Joseph Hunt, jhunt@navaranc.com, 703-686-2292 NRC TO COR: Barbara Whitaker, 301-415-7456, Barbara.Whitaker@nrc.gov Continued ...					

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	US NUCLEAR REGULATORY COMMISSION		\$671,262.50
	b. STREET ADDRESS (or P.O. Box)	ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A NRCPAYMENTSNRCGOV		\$671,262.50
c. CITY	d. STATE	e. ZIP CODE		17(i) GRAND TOTAL
ROCKVILLE	MD	20852-2738		

22. UNITED STATES OF AMERICA BY (Signature)	05/18/2015	23. NAME (Typed) NANCY LAMON-KRITIKOS TITLE: CONTRACTING/ORDERING OFFICER
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OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 17 2015

ADM002

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 18

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

1. DATE OF ORDER 05/18/2015		2. CONTRACT NO. (If any) NRC-HQ-40-15-E-0004		6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
3. ORDER NO. NRC-HQ-25-15-T-0001		4. REQUISITION/REFERENCE NO NRO-15-0090			
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY	
				c. CITY ROCKVILLE	d. STATE MD
				e. ZIP CODE 20852	
7. TO: a. NAME OF CONTRACTOR NAVAR INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS INFANTRY RIDGE ROAD				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 MANASSAS		e. STATE VA	f. ZIP CODE 20109-2316		
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 VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
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	

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	SMALL BUSINESS ADMINISTRATION SBA Requirement No.: 1013/15/501474 Contractor POC: Joseph Hunt, jhunt@navaranc.com, 703-686-2292 NRC TO COR: Barbara Whitaker, 301-415-7456, Barbara.Whitaker@nrc.gov Continued ...					

Received by:
Shang Muncy, Director of Contracts
5/18/2015

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME US NUCLEAR REGULATORY COMMISSION		\$671,262.50				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A NRCPAYMENTSNRCGOV		\$671,262.50				
c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852-2738			
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) NANCY LAMON-KRITIKOS TITLE: CONTRACTING/ORDERING OFFICER		

**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.

05/18/2015

NRC-HQ-40-15-E-0004

ORDER NO.

NRC-HQ-25-15-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	<p>Alternate TO COR: Anissa Coates, Anissa.Coates@nrc.gov, 301-415-5812</p> <p>The U.S. Nuclear Regulatory Commission hereby issues this labor-hour task order titled Enterprisewide (EWC) Onsite Nonpersonal Clerical, Secretarial and/or Administrative Assistant Support Services for Nuclear Regulatory Commission (NRC) Office of Office of New Reactors (NRO).</p> <p>Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.</p> <p>ACCEPTED:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> <p>Accounting Info: 2015-X0200-FEEBASED-25-25D099-41-F-191-1071-251B</p> <p>Not-to-Exceed Labor Line Item Ceiling\$671,262.50 Incrementally Funded Amount: \$375,000.00</p> <p>The obligated amount of award: \$375,000.00. The total for this award is shown in box 17(i).</p>				671,262.50	

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

\$671,262.50

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Prescribed by GSA FAR (48 CFR) 53.213(f)

TASK ORDER TERMS AND CONDITIONS

A.1 STATEMENT OF WORK

1. PROJECT TITLE

Enterprisewide (EWC) Onsite Nonpersonal Clerical, Secretarial and/or Administrative Assistant Support Services for Nuclear Regulatory Commission (NRC) Office of New Reactors (NRO).

2. PURPOSE

The purpose of this task order is to acquire non-personal services¹ for clerical, secretarial and/or administrative assistant support services².

3. SCOPE (Specific Tasks)

The contractor shall provide non-personal services utilizing the labor category(ies) indicted in Section 5 below. The contractor, including any consultants and/or subcontractors, shall be responsible for providing all management, supervision, recruitment, employment, insurance, and bonding for its personnel assigned to work under this contract. The contractor shall be responsible for all aspects of onboarding of contractor personnel at their

¹ See Federal Acquisition Regulation (FAR) 37.101 definition of Nonpersonal services contract at www.acquisition.gov/far. **This is not a personal services contract.** NRC does not have authority to acquire personal services as defined in FAR 2.101, Definitions. "Personal services contract" means a contract that, by its express terms or as administered, makes the contractor personnel appear to be, in effect, Government employees (see 37.104). The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Among the things that cannot be done, NRC TO CORs and other employees cannot provide gifts to, throw parties for, or solicit donations from contractor personnel.

² Short-term or temporary office support services are covered by Federal regulations that place additional restrictions on the Government's use of contractors to perform these services. Established Federal guidance on these situations and the prescribed Federal limitations can be found under 5 CFR, Part 300, Subpart E, Use of Private Sector Temporaries.

Regulations limit the types of situations that a Federal agency can use a contractor on a short-term basis instead of meeting the support need with other current Government employees or through the temporary appointment of a Government employee. In accordance with 5 CFR, situations where a contractor can be used to temporarily replace Government performance of daily administrative support include: (1) those instances where an agency must carry out work for a temporary period which cannot be delayed (in the judgment of the agency) because of a critical need, such as when a Government administrative employee has recently left the position (retired, resigned, transferred, promoted, etc.), the support is required during the interim period while the Government backfills the position, and the need cannot be readily met by appointing a temporary Government employee; (2) instances where the Government employee is absent for a temporary period because of his/her own personal need including emergencies, illnesses, maternity leave, family responsibilities, or mandatory jury duty, and the work must be performed during the period of the employee's absence, and the need can't be readily met by appointing a temporary Government employee. CFR Title 5 does not allow the use of contractors to provide short-term intermittent services during employee absences for vacations or other circumstances which are not considered to be compelling to the agency.

Under these conditions, Federal regulations require NRC to place the following limitations on the Contractor's performance of these types of short-term TOs:

A. The contractor cannot provide support for the same employee absence situation for more than a total of 120 workdays initially; however, if the need still exists after 120 workdays, the use of the contractor can be extended up to a maximum of 240 workdays within a 24-month period. The 24-month period begins on the first day of the performance period of the TO.

intended locations, including but not limited to escorting personnel on Government premises, ensuring that the contractor personnel complete all required documentation and drug testing as may be required by NRC under this contract and related task orders.

4. APPLICABLE DOCUMENTS AND STANDARDS

The Contractor shall adhere to the following, at a minimum:

Management Directives: <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>

NRC Sensitive Unclassified Non-Safeguards Information (SUNSI):
<http://www.nrc.gov/reading-rm/doc-collections/commission/comm-secy/2005/2005-0054comscy-attachment2.pdf>

5. REQUIRED LABOR CATEGORIES

☐ **General Clerk I** – This position follows clearly detailed specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file; could involve simple posting to individual accounts, opening mail, calculating and posting charges to departmental accounts, cooperating basic office equipment, e.g., photocopier, facsimile, multi-line phone/voicemail systems, mailing machines, and minimal computer programs. Little or no subject-matter knowledge is required, but the clerk uses his or her own judgment in choosing the proper procedure for each task.

☐ **General Clerk II** – This position requires familiarity with the terminology of the office unit. Selects appropriate methods from a variety of procedures or makes simple adaptations and interpretations of limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others.

☐ **General Clerk III** – This position uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps varying in nature and sequence. Selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records (stored both manually and electronically); verifying statistical reports for accuracy and completeness; compiling information; and handling and adjusting complaints. May also direct lower level clerks.

☐ **Secretary I** – This position carries out recurring office procedures independently. Selects the guideline or reference which fits the specific case. Receives specific instructions on new assignments and has completed work reviewed for accuracy by NRC employee. Generally, performs varied duties including or comparable to one or more of the following:

Responds to routine telephone requests which have standard answers; refers calls and visitors to appropriate staff. Controls mail and assures timely staff response; may send form letters; As instructed, maintains calendars, makes appointments, and arranges for meeting rooms; Reviews materials prepared for approval for typographical accuracy and proper format; Maintains recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans. Obtains supplies, printing, maintenance, or other available services. Types, takes and transcribes dictation, and establishes and maintains office files.

☒ **Secretary II** - This position handles differing situations, problems, and deviations in the work of the office according to general instructions, priorities, duties, policies, and program goals. May work on special assignments as requested. Generally, duties include or are comparable to one or more of the following:

Screens telephone calls, visitors, and incoming correspondence; personally responds to requests for information concerning office procedures; determines which requests should be handled by others.

Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings; Reviews outgoing materials and correspondence for internal consistency and conformance with established procedures; assures that proper clearances have been obtained, when needed;

Collects information from the files or staff for routine inquiries on office program (s) or periodic reports. Refers non-routine requests to appropriate staff;

Explains the requirements concerning office procedures

Coordinates NRC personnel and administrative forms for the office and forwards for processing.

☐ **Secretary III** - This position uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:

- a. Based on knowledge of the customer's views, compose correspondence on own initiative about administrative matters and general office policies for approval;
- b. Anticipate and prepare materials needed for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs others on matters to be considered;
- c. Read publications, regulations, and directives and take action or refer those that are important to staff;
- d. Prepare special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;

- e. Advise secretaries in subordinate offices on new procedures; request information needed from the subordinate office (s) for periodic or special conferences, reports, inquiries, etc.

☐ **Administrative Assistant** – In addition to Secretarial duties, this position may provide administrative support to executive staff to include NRC personnel records and assistance with payroll processing. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.

6. NRC ACCESS

Personnel performing under this task order are required to have NRC IT Access II. Personnel performing under this task order will not handle classified information or safeguards information (SGI). Personnel performing under this task order may handle Sensitive Unclassified Non-Safeguards Information (SUNSI) information.

A.2 PRICE/COST SCHEDULE

BASE PERIOD: May 20, 2015 – April 21, 2016

CLIN	Labor Categories	Unit	Estimated Quantity	Fixed Rate	Total
0002	General Clerk I	HR			\$0.00
0003	General Clerk I - OT	HR			\$0.00
0004	General Clerk II	HR			\$0.00
0005	General Clerk II - OT	HR			\$0.00
0006	General Clerk III	HR			\$0.00
0007	General Clerk III - OT	HR			\$0.00
0008	Secretary I	HR			\$0.00
0009	Secretary I - OT	HR			\$0.00
0010	Secretary II	HR			
0011	Secretary II - OT	HR			
0012	Secretary III	HR			\$0.00
0013	Secretary III - OT	HR			\$0.00
0014	Administrative Assistant	HR			\$0.00
0015	Administrative Assistant - OT	HR			\$0.00
0086	Travel - Not to Exceed Ceiling	LOT			\$0.00
0001	Project Manager	HR			
Not-to-Exceed Ceiling for Base Period:					\$671,262.50

Refer to base contract NRC-HQ-40-15-E-0004 for option year pricing.

A.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 2011)

- (a) The ceiling of this order for services is \$671,262.50.
- (b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.
- (c) The amount presently obligated with respect to this order is \$375,000.00. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- (d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

A.4 PLACE OF PERFORMANCE

- | | | |
|--|-------------------------------------|--|
| <input type="checkbox"/> OWFN | <input type="checkbox"/> Region I | <input type="checkbox"/> Church Street |
| <input checked="" type="checkbox"/> TWFN | <input type="checkbox"/> Region II | |
| <input type="checkbox"/> 3WFN | <input type="checkbox"/> Region III | |
| <input type="checkbox"/> TTC | <input type="checkbox"/> Region IV | |

A.5 WORK SCHEDULE

NRO requires: 1) three contractor personnel to support the Division of Site Safety and Environmental Analysis (DSEA), and 2) one contractor personnel to support the Division of Advanced Reactors and Rulemaking (DARR), during the following days and times:

Hours of Work: from: 7:30 a.m. to 4:15 p.m.
(includes a 45-minute mid-day break)

Days: Monday - Friday

Overtime: Yes

NRO requires: 1) one contractor personnel to support the Division of Construction Inspection and Operational Programs (DCIP), and 2) one contractor personnel to support the Division of New Reactor Licensing (DNRL), during the following days and times:

Hours of Work: from: 7:45 a.m. to 4:30 p.m.
(includes a 45-minute mid-day break)

Days: Monday - Friday

Overtime: Yes

NRO requires: 1) one contractor personnel to support the Division of Advanced Reactors and Rulemaking (DARR), and 2) one contractor personnel to support the Division of Safety Systems and Risk Assessment (DSRA), during the following days and times:

Hours of Work: from: 7:00 a.m. to 3:45 p.m.
(includes a 45-minute mid-day break)

Days: Monday - Friday

Overtime: Yes

NRO requires: 1) one contractor personnel to support the Division of Engineering (DE), and 2) one contractor personnel to support the Division of Safety Systems and Risk Assessment (DSRA), during the following days and times:

Hours of Work: from: 8:00 a.m. to 4:45 p.m.
(includes a 45-minute mid-day break)

Days: Monday - Friday

Overtime: Yes

A.6 NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013), NLK

This order shall commence on May 20, 2015 and will expire on April 21, 2016.

The task order term will be extended by the Government unilaterally should the Government exercise its option under the basic contract, unless otherwise provided in writing to the contractor. The total duration of this task order, including the exercise of any options, shall not exceed five years.

Base Period:	May 20, 2015 - April 21, 2016
Option Period 1:	April 22, 2016 - April 21, 2017
Option Period 2:	April 22, 2017 - April 21, 2018
Option Period 3:	April 22, 2018 - April 21, 2019
Option Period 4:	April 22, 2019 - April 21, 2020

A.7 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY. (OCT 1999)

(a) The contracting officer's authorized representative hereinafter referred to as the task order contracting officer's representative (TO COR) for this order is:

PRIMARY:

Name: Barbara Whitaker
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T6D2

Washington, DC 20555

Barbara.Whitaker@nrc.gov
Telephone Number: 301-415-7456

SECONDARY:

Name: Anissa Coates
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T6D2

Washington, DC 20555

Anissa.Coates@nrc.gov
Telephone Number: 301-415-5812

(b) Performance of the work under this order is subject to the technical direction of the NRC COR. 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 COR 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 COR or must be confirmed by the COR 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 COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR 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 COR 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 COR 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.

List of Attachments	
1	Billing Instructions for Labor-Hour and Time-and-Materials Type Contracts (May 2013)

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR 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 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. Nuclear Regulatory Commission, via email to: 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 claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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 Time-and-Materials/Labor-Hour Type Contracts (July 2011).

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**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. 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).
- c. 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))).
- 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.**

**BILLING INSTRUCTIONS FOR
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- 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. 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.
- j. 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.
- 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 (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 Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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ATTACHMENT 1

**BILLING INSTRUCTIONS FOR
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(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>
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.)

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

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

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

r. Grand Totals.

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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 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:	\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	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>Labor</u>	<u>Hours</u>	<u>Burdened</u>		<u>Cumulative</u>
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975

ATTACHMENT 1

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	<u>\$1,000</u>	<u>320</u>
			\$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	= <u>\$ 900</u>
	\$2,000

- 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.)

Version Control Date: May 2, 2013

ATTACHMENT 1

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

Total Amount Billed	\$99,580
Adjustments (+/-)	- 0
Grand Total	\$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.