


ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

39

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

1. DATE OF ORDER 05/05/2016		2. CONTRACT NO. (If any) GS00F010CA		6. SHIP TO:				
3. ORDER NO. NRC-HQ-50-16-T-0002		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE				
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				b. STREET ADDRESS				
c. CITY FAIRFAX		e. STATE VA		d. STATE		e. ZIP CODE		
7. TO:				f. SHIP VIA				
a. NAME OF CONTRACTOR ICF INCORPORATED LLC				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 9300 LEE HWY				REFERENCE YOUR:		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 FAIRFAX				f. ZIP CODE 220316050				
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED 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)		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)
	Delivery Order Title: Reviews of NRC Licensee Decommissioning Financial Assurance							
	Continued ...							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$0.00		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:								
a. NAME		US NUCLEAR REGULATORY COMMISSION						17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)		TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRCGOV						
c. CITY ROCKVILLE		d. STATE MD		e. ZIP CODE 20852-2738		\$582,147.00		
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) MONIQUE B. WILLIAMS TITLE: CONTRACTING/ORDERING OFFICER				

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

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

MAY 06 2016

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.

05/06/2016

GS00F010CA

ORDER NO.

NRC-HQ-50-16-T-0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: 2016-X0200-FEEBASED-50-50D009-35-4-117-1012- 252A Period of Performance: 05/06/2016 to 05/05/2021					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						\$0.00

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OPTIONAL FORM 348 (Rev. 4/2006)

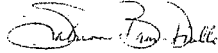
Prescribed by GSA FAR (48 CFR) 53.213(f)

CONTRACT NO: GS00F010CA
DELIVERY ORDER NO: NRC-HQ-50-16-T-0002

CONTRACTOR ACCEPTANCE OF DELIVERY ORDER NO. NRC-HQ-50-16-T-0002

Acceptance of GSA Contract No: GS00F010CA Delivery Order No: NRC-HQ-50-16-T-0002 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 BY Authorized Official:

Sabrina Brown-Diallo  2016.05.05
Name 07:53:15
-04'00'

Contracts Manager
Title

May 5, 2016
Date

SECTION B – DELIVERY ORDER TERMS AND CONDITIONS

B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is REVIEWS OF NRC LICENSEE DECOMMISSIONING FINANCIAL ASSURANCE.

(b) Summary of work description: The contractor shall assist DUWP in the review of financial documents and instruments, financial assurance certifications, cost estimates, funding plans, environmental impact statements, and Requests for Additional Information (RAIs) and Safety Evaluation Reports (SERs) for licensing proceedings for the two task areas listed below.

DUWP staff requires contractor support to assist in implementation of financial assurance requirements over the next five years. The assistance will be performed through two tasks. The tasks include 1) technical assistance in implementing financial assurance requirements for decommissioning licensees; and 2) technical assistance in reviewing financial assurance requirements for licensing proceedings.

B.2 NRCB040A CONSIDERATION AND OBLIGATION--TIME-AND-MATERIALS CONTRACT (AUG 2011) ALTERNATE I

(a) The ceiling price to the Government for full performance under this contract is \$582,147.00.

(b) The base period price of [REDACTED] includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit, totaling [REDACTED]; (2) cost of materials totaling [REDACTED]; (3) and travel costs totaling [REDACTED]

(c) The amount presently obligated by the Government with respect to this contract is [REDACTED]

(d) It is estimated that the amount currently obligated will cover performance through November 30, 2016.

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

(End of Clause)

B.3 PRICE/COST SCHEDULE

BASE PERIOD: MAY 6, 2016 TO MAY 5, 2019				
DIRECT LABOR	UNIT	QTY	LABOR RATE	EST PRICE
Senior Consultant III	HR			
Senior Consultant IV	HR			
Senior Consultant V	HR			
Principle Consultant III	HR			
Consultant I	HR			
Junior Consultant II	HR			
Professional Support III	HR			
SUB-TOTAL				\$334,786.80
OTHER DIRECT COSTS (cost Reimbursable)	LOT			
TRAVEL (Cost Reimbursable)	LOT			
TOTAL BASE PERIOD				\$338,286.80

OPTION PERIOD ONE: MAY 6, 2019 TO MAY 5, 2020				
DIRECT LABOR	UNIT	QTY	LABOR RATE	EST PRICE
Senior Consultant III	HR			
Senior Consultant IV	HR			
Senior Consultant V	HR			
Principle Consultant III	HR			
Consultant I	HR			
Junior Consultant II	HR			
Professional Support III	HR			
SUB-TOTAL				\$118,430.28
OTHER DIRECT COSTS - cost Reimbursable	LOT			
TRAVEL - Cost Reimbursable	LOT			
TOTAL OPTION PERIOD ONE				\$121,930.28

CONTRACT NO: GS00F010CA
 DELIVERY ORDER NO: NRC-HQ-50-16-T-0002

OPTION PERIOD TWO: MAY 6, 2020 TO MAY 5, 2021				
DIRECT LABOR	UNIT	QTY	LABOR RATE	EST PRICE
Senior Consultant III	HR			
Senior Consultant IV	HR			
Senior Consultant V	HR			
Principle Consultant III	HR			
Consultant I	HR			
Junior Consultant II	HR			
Professional Support III	HR			
SUB-TOTAL				\$118,430.28
OTHER DIRECT COSTS - cost Reimbursable	LOT			
TRAVEL - Cost Reimbursable	LOT			
TOTAL OPTION PERIOD TWO				\$121,930.28

Note: The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destinations. Lodging and Airfare will be made by the contractor and will be reimbursed for actual costs only, with backup documentation and receipts attached to the invoice. ODC's will be cost reimbursable line item and receipts will be required.

TOTAL BASE PERIOD AND OPTIONS: \$582,147.00

B.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on May 6, 2016 and will expire on May 5, 2019.

SECTION C – STATEMENT OF WORK

1. PROJECT TITLE

REVIEWS OF NRC LICENSEE DECOMMISSIONING FINANCIAL ASSURANCE

2. BACKGROUND

As a result of the beneficial use of radioactive materials, satisfactory decommissioning is required to protect the public and environment. Decommissioning, the restoration and reduction in the radiation of a facility, may but need not necessarily imply the cessation of operations and commencement of final restoration of a facility or site. Additionally, decommissioning and its associated costs are considered by applicants far in advance of final reclamation. This advanced planning, and required regulatory review, is the genesis of the subsequently described Tasks (Task 1 and Task 2).

The Nuclear Regulatory Commission (NRC) has the authority to establish and enforce regulations requiring licensees to demonstrate financial responsibility for their activities such as construction, operation, closure, decommissioning, and stabilization of their licensed facilities. This authority is based on the Atomic Energy Act of 1953, as amended, the Uranium Mill Tailings Radiation Control Act of 1978, as amended, and the Nuclear Waste Policy Act of 1982, as amended.

NRC's Office of Nuclear Material Safety and Safeguards (NMSS) is mandated to ensure public health and safety and to protect the national security and environment in the licensing and regulation of civilian nuclear facilities (other than operating reactors) and materials associated with the processing, transport, and handling of nuclear materials and disposal of nuclear waste. This mandate includes ensuring that licensees possess the financial capability to perform certain planned activities during operation, decommissioning, and closure.

Financial assurance regulations contained in 10 CFR Parts 30, 40, 50, 61, 70, and 72 provide the basis for NMSS action. In addition, the NRC developed regulatory guidance to identify acceptable methods to implement the regulatory requirements. The Division of Decommissioning, Uranium Recovery, and Waste Programs (DUWP) in NMSS has the lead responsibility for implementing the regulatory provisions for financial assurance for licensees other than operating reactors.

3. OBJECTIVE

The contractor shall assist DUWP in the review of financial documents and instruments, financial assurance certifications, cost estimates, funding plans, environmental impact statements, and Requests for Additional Information (RAIs) and Safety Evaluation Reports (SERs) for licensing proceedings for the two task areas listed below.

DUWP staff requires contractor support to assist in implementation of financial assurance requirements over the next five years. The assistance will be performed through two tasks. The tasks include 1) technical assistance in implementing financial assurance requirements for

decommissioning licensees; and 2) technical assistance in reviewing financial assurance requirements for licensing proceedings.

3. SCOPE OF WORK

The contractor shall assist the NRC in the review of licensee submittals related to decommissioning financial assurance. Such submittals include, but are not limited to, the following: financial documents and instruments, financial assurance certifications, financial ratings, decommissioning cost estimates, and decommissioning funding plans. The submittals shall be reviewed by the contractor to determine if they meet the requirements of the decommissioning regulations and for consistency with NRC regulatory guidance. Decommissioning cost estimates shall be reviewed by the contractor and recommendations provided as to the adequacy of the estimate. Where the financial mechanisms, certifications, cost estimates, or decommissioning funding plans do not conform to regulatory requirements or guidance, the contractor shall recommend changes that will bring the licensee submittal into conformance with such requirements and guidance. The contractor shall identify the reasons for its recommended changes including the identifying the regulatory and guidance bases.

The contractor shall review the decommissioning cost estimates for technical adequacy and completeness by comparing them to findings of appropriate Pacific Northwest National Laboratories (PNNL) cost studies, the format of the applicable regulatory guidance, or other sources that may be identified by the licensee in its submittals. The contractor may elect to use other sources of cost information that would provide useful information with regard to the cost of decommissioning, with prior approval from the NRC Contracting Officer Representative (COR). The contractor shall prepare independent decommissioning cost estimates as tasked specifically by the COR

The contractor shall also prepare NRC Requests for Additional Information, review licensee responses to such RAIs, provide Safety Evaluation Report input for decommissioning financial issues, and make recommendations for resolution of differing positions proposed by the applicant/licensee and summarize the licensing financial assurance information for the License Tracking System (LTS).

4. SPECIFIC TASKS

The following are descriptive types of tasks that will be assigned to the Contractor by issuance of this task order:

TASK 1 - TECHNICAL ASSISTANCE IN IMPLEMENTING FINANCIAL ASSURANCE REQUIREMENTS FOR DECOMMISSIONING LICENSEES

Task 1 is designed to provide the NRC with a readily available capability for reviewing decommissioning financial assurance submittals of NRC licensees, except for the review of decommissioning financial assurance documents submitted in support of licensing proceedings. This Task includes license proceedings other than new applications for fuel enrichment facilities, such as, but not limited to:

- financial assurance reviews of materials, reactor, and existing fuel enrichment facilities
- uranium recovery submittals (both conventional mills and *in-situ* recovery);
- license transfers or other change of control submittals

- license renewals and updates to decommissioning cost estimates
- updates to decommissioning funding plans
- changes and/or updates to financial instruments and their supporting documentation
- licensee bankruptcies
- evaluations of change of control notices and applications.

The contractor shall be required to provide casework assistance for reviewing licensee financial assurance submittals. Primary tasks are:

- (1) Review of certifications of financial assurance for decommissioning.
- (2) Review of financial instruments submitted as assurance that funds will be available for decommissioning.
- (3) Review of decommissioning cost estimates.
- (4) Review of decommissioning funding plans.
- (5) Review of change of control applications and notices
- (6) Recommendations of changes - when the financial mechanisms, certifications, cost estimates, or decommissioning funding plans do not conform to regulatory requirements or guidance, the contractor shall recommend changes that will bring the licensee submittal into conformance with such requirements and guidance.
- (7) Preparation of RAIs and review of licensee responses.
- (8) Input to the Safety Evaluation Report for the financial aspects of decommissioning including, but not limited to, cost estimates, financial instruments, applications, license transfers and change of control actions.

For SER input, the contractor shall draft appropriate language to be included in the decommissioning and/or financial assurance section of the SER. The purpose of the financial assurance portion of the SER is to discuss the due diligence that was completed and its results, and to indicate whether or not the licensee or applicant has demonstrated adequate financial assurance in accordance with the Regulatory requirements and guidance documents. The contractor may be asked to draft license condition (LC) language as well. SER input should discuss, but is not limited to, the following:

- (1) whether or not the cost estimate is acceptable;
- (2) if the draft financial assurance instruments and supporting documentation are satisfactory;
- (3) if the financial institution(s) are appropriate;
- (4) license exemption requests that are related to financial assurance;
- (5) license conditions;
- (6) timely future updates of decommissioning cost estimates and financial instruments; and others.
- (7) license transfers and change of control actions

TASK 2 - TECHNICAL ASSISTANCE IN REVIEWING FINANCIAL ASSURANCE REQUIREMENTS FOR LICENSING PROCEEDINGS

Task 2 provides the NRC with a readily available capability for reviewing decommissioning financial assurance documents submitted in support of licensing proceedings. The contractor

may be called upon for deposition in licensing proceedings to explain the content of its reviews, and may be called upon to act as an expert witness in licensing proceedings.

The contractor shall be required to provide casework assistance for reviewing licensee financial assurance submittals. Primary tasks are identical to those identified in Task 1, in addition to the following:

- (1) Response to requests for depositions
- (2) Act as an expert witness in licensing proceedings
- (3) Review of decommissioning financial issues for the Environmental Impact Statement.

5. REPORTING REQUIREMENTS

Technical Status Reports

The contractor shall submit monthly technical and financial reports in accordance with the contract and provide a spend plan. The work accomplished and the degree of completeness should also be tracked by subtask. The contractor shall provide a breakdown of hours for each month according to Cost Activity Code (CAC) formerly known as Task Assignment Control (TAC) numbers. The contractor can obtain a CAC for each task from the COR. The reports are due by the 10th day of each month. Unless instructed to provide electronic copies, the COR shall receive two hard copies of the periodic status report by the due date, and the COR shall receive one hard copy as described in the NRC clause entitled: "Technical progress report". The report shall also include work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

Review and Approval of Reports

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.

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. Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

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.

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.

Regulations and guidance can be found at <http://www.nrc.gov/reading-rm/doc-collections>.

6. DELIVERABLES AND DELIVERY SCHEDULE

Conclusions from the contractor reviews shall be submitted to the COR in the form of a letter report (if needed, initially, to give the contractor a few examples, the COR can point the contractor to documents in ADAMS which contain the type of information which would be appropriate for such letter reports) within 45 calendar days from the date NRC sends the documents to the contractor for review. However, there may be instances where the NRC will require a response within a shorter timeframe. In that case, the contractor shall negotiate the shorter time frame with the NRC. A sample of this report will be provided for an example as an attachment to this contract.

The contractor shall provide its report to the COR in a hard copy unless it is instructed by the COR that an electronic copy will be acceptable for a particular report.

These reports may vary in format. However in all cases, a brief synopsis or executive summary shall be provided in conjunction with the report. Reports generally include, but are not limited to, acceptance reviews, RAIs and review of RAI responses, and Safety Evaluation Report input.

For acceptance reviews, the contractor shall indicate if there is sufficient information to conduct a full review and draft RAIs, if they are deemed necessary. If there is insufficient information to conduct a full review and acceptance should be denied, the contractor shall provide specific regulatory and guidance based reasons for denying acceptance.

For RAI input, the contractor shall review the submission in the context of the applicable regulations and guidance. The contractor shall draft the RAIs and shall provide a basis for each RAI.

For the review of RAI responses, the contractor shall review the licensee's or applicant's responses, determine if each RAI is satisfactorily answered, and determine if the answer to each RAI is reasonable. In its report, the contractor shall indicate if the licensee or applicant sufficiently and reasonably answered each RAI and indicate which, if any, questions were not sufficiently and/or reasonably answered. If any RAIs were not sufficiently and/or reasonably answered, the contractor shall prepare additional RAIs and review those responses until all questions are satisfactorily and reasonably answered. The contractor should state the regulatory, guidance or other basis for the request.

Monthly Letter Status Report

An electronic Monthly Letter Status Report (MLSR) in a Microsoft Word file is to be submitted to the COR and Contracting Officer (CO) by the 20th of each month following the month to be reported with copies provided to the following:

Contracts ContractsPOT.Resource@nrc.gov
NRC Technical Project Lead

The MLSR shall identify the title of the project, the contract number and task order, the Principal Investigator, the period of performance, the reporting period, summarize each month's technical progress, list monthly spending, total spending to date, and the remaining funds. Any critical issues, project dependencies or technical difficulties which may affect the schedule or costs of the project shall be immediately brought to the attention of the COR and CO.

All deliverables shall include the following identifying information:

Contract No.
Task Order No.
TAC No.
Licensee
Facility Name and Unit Nos.

The Contractor must provide all reports 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 must revise the draft deliverables 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 NRC gauge the Contractor's understanding of the particular work requirement.

The above deliverables shall be provided in Microsoft Word electronically and in hard copy (upon request) to the COR and NRC Technical Project Lead.

The COR will acknowledge receipt of deliverables by e-mail.

Deliverable	Due Date
Deliverable 1: Perform Acceptance Review by identifying major deficiencies in the applicant/licensee submittal	No later than 10 days after project is assigned to the Contractor
Deliverable 2: Prepare and provide Requests for Additional Information (RAI) to supplement the review of the applicant/licensee submittals	No later than 1 month after receipt of applicant/licensee submittal
Deliverable 3: Review applicant responses to RAIs for adequacy and provide additional RAIs if necessary	No later than 1 month after receipt of responses for additional information
Deliverable 4: Provide draft input for the Safety Evaluation Report	No later than 3 weeks after receipt of responses to Requests for Additional Information
Deliverable 5: Provide final input for the Safety Evaluation Report	No later than 1 month after receipt of comments from NRC
Deliverable 6: Research and prepare documents needed by the NRC's Office of the General Counsel staff for hearing briefs and other ASLB submittals.	No later than 3 weeks following request from NRC
Deliverable 7: Provide Monthly Letter Status Report	1 st work day of the following month

7. REQUIRED LABOR CATEGORIES (Except for Information Technology Services)

All personnel performing work under this task order shall have pertinent technical experience by discipline and technical area. The individuals should have knowledge of the NRC applicable regulations and guidance under 10 CFR Parts 20, 30, 40, 51, 70, and the applicable license applications. It is the responsibility of the contractor to propose technical staff, employees, subcontractors or specialists who have the required educational background, experience, or combination thereof, to meet both the technical and regulatory objectives of the work specified in the task order Statement of Work. The number of personnel required will vary during the course of the task order.

If work under this task order will be subcontracted or performed by subcontractors or consultants, the contractor shall obtain the NRC Contracting Officer's written approval of the subcontractors or consultant prior to initiation of the subcontracted effort. Conflict of interest considerations shall apply to any subcontracted effort.

8. GOVERNMENT-FURNISHED PROPERTY/MATERIALS

N/A

9. PLACE OF PERFORMANCE

All work will be performed at the Contractor's site.

10. SPECIAL CONSIDERATIONS

N/A

11. TRAVEL

In order to fulfill its duties, the contractor may be required to perform trips to and from the contractor's offices and:

- a. licensee's offices
- b. applicant's offices
- c. location(s) designated for a public meeting
- d. other locations / offices
- e. NRC Headquarters and Regions

It is estimated that the contractor may be required to perform approximately 4 trips annually to and from the contractor's offices and locations designated in (a) through (d) of the above list. It is estimated that these trips may be up to 4 days and would require 2 of the contractor's senior staff members.

It is estimated that the contractor may be required to perform approximately 5 trips annually to and from the contractor's offices and NRC offices. It is estimated that these trips may be partial day trips and would only require one contractor's staff member.

12. SECURITY

Information required for performance of this work is anticipated to be UNCLASSIFIED. Proprietary Information or other Sensitive Unclassified Non-Safeguards Information (SUNSI) may be required to complete the work.

SECTION D - PACKAGING AND MARKING

D.1 NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract task 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 Nuclear Reactor Regulation, under Contract task order number GS00F010CA/ NRC-HQ-50-16-T-0002.

(End of Clause)

D.2 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.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY

1. The COR for this task order is:

Mr. Kenneth Kline
Office: Office of Nuclear Material Safety and Safeguards
Mailstop: TWFN/8D-7
Rockville, MD 20852
Phone: 301-415-7075
Email: Kenneth.Kline@nrc.gov

2. Performance of the work under this task order is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:

- i. 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 Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.
- ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- iii. Review and, where required by the task order contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

3. Technical direction must be within the general statement of work stated in the task order. The COR does not have the authority to and may not issue any technical direction which:

- i. Constitutes an assignment of work outside the general scope of the contract.
- ii. Constitutes a change as defined in the "Changes" clause of this contract.
- iii. 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.
- iv. Changes any of the expressed terms, conditions, or specifications of the contract.
- v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

4. 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.
5. 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.
6. If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
7. 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.
8. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1, Disputes.
9. In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:
 - a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
 - b. Assist the contractor in the resolution of technical problems encountered during performance.
 - c. 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.
 - d. Assist the contractor in obtaining the badges for the contractor personnel.
 - e. Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

- f. Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
- g. For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

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SECTION F – DELIVERIES OR PERFORMANCE

F.1 NRCF010 PLACE OF DELIVERY-REPORTS

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

a. Name: Kenneth Kline (1 Electronic Copy)
Contracting Officer's Representative (COR)
Address: Kenneth.Kline@nrc.gov

b. Name: Jerry Purcell (1 Electronic Copy)
Contract Specialist (CS)
Address: Jerry.Purcell@nrc.gov

(End of Clause)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 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 the Department of the Interior at NRCPayments@nrc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

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

(End of Clause)

G.2 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

G.3 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

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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.

(End of clause)

G.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 3 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 2052-215-70 KEY PERSONNEL (JAN 1993)

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

Name	Title
Ms. Elizabeth Gormsen,	Task Manager
Ms. Libby Kurz,	Deputy Task Manager

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.

(End of Clause)

H.2 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), nonozone 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.

(End of Clause)

H.3 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.

(End of Clause)

H.4 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 OOU-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.

(End of Clause)

H.5 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

(a) 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 before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that 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).

(c) The contractor will be reimbursed only for those 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 Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(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, shall 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.

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

J.1 BILLING INSTRUCTIONS FOR TIME AND MATERIALS 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 Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

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

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

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. 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)*

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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).

(End of Clause)

**J.2 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

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terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (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>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
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(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

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

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

- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (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>
(a)	<u>Direct Costs</u>		
(1)	Direct labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____

(3)	Government property (\$50,000 or more)	\$_____	\$_____
(4)	Government property, Materials, and Supplies (under \$50,000 per item)	\$_____	\$_____
(5)	Premium pay (NRC approved overtime)	\$_____	\$_____
(6)	Consultants Fee	\$_____	\$_____
(7)	Travel	\$_____	\$_____
(8)	Subcontracts	\$_____	\$_____
(9)	Other costs	\$_____	\$_____

Total Direct Costs: \$_____ \$_____

(b) Indirect Costs (provide the rate information applicable to your firm)

(10) Overhead ____ % of
_____ (Indicate Base) \$_____ \$_____

(11) General and Administrative (G&A) ____ %
of _____ (Indicate Base) \$_____ \$_____

Total Indirect Costs: \$_____ \$_____

(c) Fixed-Fee:

(12) Fixed-Fee Calculations:

- i. Total negotiated contract fixed-fee percent ____ and amount \$ _____
- ii. 85% allowable fee amount \$ _____

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- iii. Cumulative fee billed on prior invoices \$ _____
iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$ _____

Note: The fee balance withheld by NRC may not exceed \$100,000.

Total Fixed-Fee: \$ _____ \$ _____

(d) Total Amount Billed \$ _____ \$ _____

(e) Adjustments (+/-) \$ _____ \$ _____

(f) Grand Total \$ _____ \$ _____

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

SAMPLE SUPPORTING INFORMATION

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

Cost Elements:

- 1) Direct Labor - \$2,400

Labor

Hours

Cumulative

<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Hours Billed</u>
Senior Engineer I	100	\$14.00	\$1,400	975
Engineer	50	\$10.00	\$ 500	465
Computer Analyst	100	\$ 5.00	<u>\$ 500</u>	<u>320</u>
			\$2,400	1,760 hrs.

2) Fringe Benefits - \$480

Fringe @ 20% of Direct Salaries

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

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 = \$ 900

\$2,000

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150

(EX: Premium pay for this individual was approved and authorized under this contract by the NRC Contracting Officer by letter dated 6/1/2011.)

6) Consultants' Fee - \$100

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

7) Travel - \$2,640

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

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

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

8) Subcontracting - \$30,000

Company A = \$10,000

Company B = \$20,000
\$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

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DELIVERY ORDER NO: NRC-HQ-50-16-T-0002

- 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
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Adjustments (+/-)	- <u>\$8,218</u>
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Grand Total	\$166,802
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