


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT D CODE		PAGE OF PAGES	
						1 18	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
M0005		See Block 16C		ZEROREQ-NRO-18-0030		EWC	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
US NRC - HQ		NRCHQ					
ACQUISITION MANAGEMENT DIVISION							
MAIL STOP TWFN-07B20M							
WASHINGTON DC 20555-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
ENERGY RESEARCH INC							
ATTN TRACEY MULLINIX				9B. DATED (SEE ITEM 11)			
6189 EXECUTIVE BLVD							
ROCKVILLE MD 208523901							
				x 10A. MODIFICATION OF CONTRACT/ORDER NO.			
				NRC-HQ-25-14-E-0002			
				NRC-HQ-25-14-T-0002			
				10B. DATED (SEE ITEM 13)			
CODE 621211259		FACILITY CODE		09/30/2014			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) 52.243-2 Changes - Cost Reimbursement (AUG 1987)						
E. IMPORTANT Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
NRC-HQ-25-14-E-0002/NRC-HQ-25-14-T-0002							
The purpose of this modification is to:							
1. Extend the period of performance on this Task Order to December 31, 2018; 2. Incorporate NRC clauses related to the handling of technical documents related to KHNP. Specifically, this modification defines Export Controlled Information (ECI) and incorporates several security clauses for individuals under this task order that will require IT-II Access. The contractor will be issued NRC-issued laptops as Government Furnished Equipment (GFE). These laptops will be connected to the NRC LAN and will be accessed using Virtual Private Network (VPN). The contractor personnel will be required to obtain PIV Cards and complete NRC-required training on an annual basis.							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				ERIKA EAM			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)						03/26/2018	
				(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NRC-HQ-25-14-E-0002/NRC-HQ-25-14-T-0002/M0005	2	18

NAME OF OFFEROR OR CONTRACTOR
ENERGY RESEARCH INC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Upon receipt of the IT-II clearance, PIV card, and Laptop the contractor will have access to the NRC secure system which allows contractors to:</p> <ol style="list-style-type: none"> 1. Send and receive e-mails with attachments that contain proprietary and export controlled information; 2. Generate and store e-mail and Word documents that contain proprietary and export controlled information; <p>and</p> <ol style="list-style-type: none"> 3. Add Billing Instructions in its entirety. Please see the attached. <p>Total Task Order Ceiling: \$330,756.41. Unchanged Total Obligated Amount: \$330,756.41. Unchanged Period of Performance: 09/30/2014 through 12/31/2018. Changed</p> <p>LIST OF CHANGES: Reason for Modification : Other Administrative Action New Invoice Address: Fiscal Accounting Program Admin & Training Group, Avery Street A3-G Bureau of the Fiscal Service PO Box 1328 Parkersburg WV 26106-1328</p> <p>Period Of Performance End Date changed from 31-MAR-18 to 31-DEC-18 Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$330,756.41 New Total Amount for this Award: \$330,756.41 New Issuing Address: U.S. NRC - HQ Acquisition Management Division Mail Stop: TWFN-07B20M Washington DC 20555-0001</p> <p>New Administration Address: U.S. NRC - HQ Acquisition Management Division Mail Stop: TWFN-07B20M Washington DC 20555-0001</p> <p>IPP Department ID changed to : CHANGES FOR LINE ITEM NUMBER: 1 End Date changed from 29-SEP-16 to 31-DEC-18 Discount Terms1: 30 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
ENERGY RESEARCH INC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 2 End Date changed from 31-MAR-18 to 31-DEC-18</p> <p>CHANGES FOR DELIVERY LOCATION: NRCHQ Delivery Date Deleted : Previous Delivery Date: 03/31/2018</p> <p>Delivery Location Code: NRCHQ US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852 USA</p> <p>Period of Performance: 09/30/2014 to 12/31/2018</p>				

This Modification No. 5 incorporates the following: 1) Definition of Export Controlled Information (ECI) as it relates to handling of KHNP and who can access ECI and How to handle ECI; 2) Incorporate Security Clause for IT-II Access Approval (JUL 2016), 3) Incorporate NRC Information Technology Security Training; 4) Incorporate Government Furnished Property Clause; and 5) Incorporate new Billing Instructions.

1. Incorporate definition of Export Controlled Information, who can access ECI, and handling of ECI as it relates to KHNP requirement. This requirement will involve the handling of documents that contain proprietary information. The contractor shall safeguard documents containing proprietary information against unauthorized disclosure.

Definition of Export Controlled Information

Export Controlled Information (ECI) is unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and the munitions list; license applications; and sensitive nuclear technology information. Specified 15 CFR 736, Supplement No. 2, 42 USC 2077(a), 15 CFR 718.3, 22 CFR 126.10(b), 15 CFR 748.1(c), 15 CFR 760.5(c), 32 CFR 250.9.

Who can access ECI?

All contractor personnel eligible to access ECI information must have US Citizenship status and approved resident aliens (I.e. Green Card holders). Individuals not having US Citizenship status will be excluded from participating in the technical work of this task order effort.

Handling of ECI:

If the contractor has any questions/concerns regarding handling of ECI material they should contact their cognizant officer's representative for guidance.

ECI Processing

- (a) Electronic processing (including storage and transmission) of ECI shall only be performed on NRC equipment. The NRC provided laptop will have the capability to connect to the NRC network using a Virtual Private Network along with the user's valid NRC credentials.
- (b) Electronic ECI must be encrypted when not in use.
- (c) Electronic messaging regarding the ECI shall only be performed between the user's NRC email account and an NRC email account of another person that has been determined to have a need-to-know the ECI.
- (d) ECI must only be shared with individuals that have a need to know the information.
- (e) Printed ECI shall be controlled as follows:

- (1) ECI must not be exposed in public environments (e.g., trains, airplanes).
- (2) Physical storage of printed sensitive information must be in a locked cabinet or drawer when not under the physical control of the user.
- (3) Physical transmission of ECI must only be performed using one of the following methods:
 - a. U.S. Postal Service: First Class Mail, Registered Mail, Express Mail, Certified Mail.
 - b. Hand-carried by any individual authorized access to the information. That individual shall retain the information in his or her possession to the maximum extent possible unless they place the document in the custody of another person authorized access.
 - c. Approved commercial express carriers. Transmit in single opaque envelope.

2. Incorporate table of individuals that have obtained IT-II Clearance. These individuals are approved to access KHNP proprietary information under this task order.

Name	Contractor/ Subcontractor	Location (Address)	E-mail address
Mohsen Khatib-Rahbar	ERI-Prime	Washington, DC	Mohsen.Khatib-Rahbar@nrc.gov
Tracey Mullinix	ERI-Prime	Gaithersburg, MD	Tracey.Mullinix@nrc.gov
Alfred Krall	ERI-Prime	Silver Spring, MD	Alfred.Krall@nrc.gov
Morgan Libby	ERI-Prime	Baltimore, MD	Morgan.Libby@nrc.gov
Walter Tauche	ERI-Subcontractor	Murrysville, PA	Walter.Tauche@nrc.gov
Michael Zavisca	ERI-Prime	Rockville, MD	Michael.zavisca@nrc.gov
Zhe Yuan	ERI-Prime	Brookville, MD	Zhe.Yuan@nrc.gov

PIV Badges: Contractor personnel must receive and maintain PIV Badges throughout the duration of this task order.

3. Incorporate NRCH030 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

- (a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or (d) the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and

two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The contractor individual's clearance status will thereafter be communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of non-continuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

(End of Clause)

4. Security Training: Contractor shall complete all required security training necessary to maintain an IT-II clearance and access the NRC network.

NRCH390 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Additional annual required online NRC training includes but is not limited to the following:

1. Information Security (INFOSEC) Awareness
2. Cybersecurity Awareness
3. Defensive Counterintelligence and Insider Threat Awareness
4. No FEAR Act
5. Personally Identifiable Information (PII) and Privacy Act Responsibilities Awareness

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

Contractor Monthly Letter Status Reports (MLSR) must include the following information for all completed training:

- (1) the name of the individual completing the course;
- (2) the course title; and
- (3) the course completion date.

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) the name of the individual who has not yet completed the training;
- (2) the title of the course(s) which must still be completed; and
- (3) the anticipated course completion date(s).

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow

costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

5. The NRC intends to provide government furnished laptops to all contractor personnel listed in the above table (item #2). Upon receipt of the laptops, the contractor must complete Attachment II – Government Furnished Equipment Report with the following information: NRC property tag number, Property Tag Number, User Location, User Name, and User E-mail.

Incorporate the following clause:

NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will provide the contractor with the following items for use under this contract:

1

Personnel	Location	Asset Tag #	NRC Email Address
Mohsen Khatib-Rahbar	Washington, DC	041863DS	Mohsen.Khatib-Rahbar@nrc.gov
Alfred Krall	Silver Springs, MD	041307DS	Alfred.Krall@nrc.gov
Tracey Mullinix	Gaithersburg, MD	041839DS	Tracey.Mullinix@nrc.gov
Morgan Libby	Baltimore, MD	039659DS	morgan.libby@nrc.gov
Michael Zavisca	Rockville, MD	041797DS	michael.zavisca@nrc.gov
Zhe Yuan	Brookeville, MD	040003DS	zhe.yuan@nrc.gov
Walter Tauche	Murrysville, PA	038500DS	Walter.Tauche@nrc.gov

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number: [Not Applicable], to contract/agreement number:[Not Applicable]:

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

(End of Clause)

6. Incorporate BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS (FEB 2018)

**INVOICE FORMAT FOR COST-REIMBURSEMENT
CONTRACTS**

Version Control Date: February 9, 2018

ATTACHMENT 3

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (FEB 2018)**

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

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

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

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the Department of Treasury's Administrative Resource Center, via email to: NRC@fiscal.treasury.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:

Fiscal Accounting Program, Admin & Training Group
Avery Street A3-G
Bureau of the Fiscal Service
PO Box 1328
Parkersburg WV 26106-1328

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).

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 2015).

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

1. Official Agency Billing Office

Fiscal Accounting Program, Admin & Training Group
Avery Street A3-G
Bureau of the Fiscal Service
PO Box 1328
Parkersburg WV 26106-1328

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/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at Federal Acquisition Regulation (FAR) [52.232-23 Assignment of Claims](#), 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 FAR [52.232-33 Payment by Electronic Funds Transfer-System for Award Management](#).
- 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. Final invoices must include the name of the NRC Contracting Officer's Representative (COR) and Contracting Officer.

p. 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.

q. 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.

r. 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).

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

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

u. 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 ____.

		Amount Billed	
		Current Period	Cumulative
(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:
- Total negotiated contract fixed-fee percent ____ and amount \$ _____
 - 85% allowable fee amount \$ _____
 - Cumulative fee billed on prior invoices \$ _____
 - 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**

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

2) **Fringe Benefits - \$480**

Fringe @ 20% of Direct Salaries

<u>Labor Category</u>	<u>Salaries</u>	<u>Fringe Amount</u>
Senior Engineer I	\$1,400	\$280
Engineer	\$ 500	\$100
Computer Analyst	\$ 500	\$100
	\$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
- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000
- iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$8,218

Total Amount Billed	\$175,020
Adjustments (+/-)	- <u>\$8,218</u>
Grand Total	<u>\$166,802</u>