NNSA SUPPLEMENTAL DIRECTIVE

NA SD 350.2 Rev 1

Approved: 10-18-12

USE OF MANAGEMENT AND OPERATING CONTRACTOR EMPLOYEES FOR SERVICES TO THE NATIONAL NUCLEAR SECURITY ADMINISTRATION IN THE WASHINGTON, DC, AREA



NATIONAL NUCLEAR SECURITY ADMINISTRATION Office of Acquisition and Project Management

USE OF MANAGEMENT AND OPERATING CONTRACTOR EMPLOYEES FOR SERVICES TO THE NATIONAL NUCLEAR SECURITY ADMINISTRATION IN THE WASHINGTON, DC, AREA

- 1. <u>PURPOSE</u>. The objective of this Supplemental Directive (SD) is to provide National Nuclear Security Administration (NNSA) policy regarding the provisions and costs of Management and Operating (M&O) contractor employees who are temporarily assigned to the Washington, DC, area.
- 2. <u>CANCELLATIONS</u>. None.
- 3. <u>APPLICABILITY</u>.
 - a. <u>NNSA Personnel</u>. Except for the equivalency in paragraph 3c, this SD applies to all NNSA personnel involved in the use of M&O contractor employees for services to NNSA in the Washington, DC, area.
 - b. <u>NNSA Contractors</u>. All NNSA M&O contractors and Department of Energy (DOE) M&O contractors that have employees that work for NNSA in the Washington, DC, area, whose assignments begin (or are extended for a period beyond 36 months) after the date of this SD. The Contractor Requirements Document (CRD), Attachment 1, sets forth the requirements of this SD that apply to M&O contracts and other site and facility management contracts. The requirements set forth in this document are in addition to the requirements in DOE O 350.2B. The CRD must be included in M&O contracts and other site and facility management contracts where the contractor employees may be assigned to the Washington, DC, area for more than 30 continuous calendar days. This policy will be evaluated after six months of reissuance to determine whether the waiver process requires revision.
 - c. <u>Equivalency</u>. In accordance with the responsibilities and authorities assigned by Executive Order 12344, codified at 50 U.S.C. Sections 2406 and 2511 and to ensure consistency throughout the joint Navy/DOE Naval Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors (Director) will implement and oversee requirements and practices pertaining to this SD for activities under the Director's cognizance, as deemed appropriate.
- 4. <u>BACKGROUND</u>. DOE O 350.2B, "Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, DC, Area" was developed to provide guidance for the use of management contractors' personnel at Headquarters (HQ). This SD will further assist NNSA to ensure that NNSA consistently evaluates the allowability, reasonableness, and allocability of costs for all individuals on assignment.
- 5. <u>REQUIREMENTS</u>. NNSA has created this SD to supplement the DOE policy as implemented in NNSA. It will allow our Program Offices to make decisions that are consistent yet it provides flexibility to accommodate special circumstances as they arise. It is NNSA's policy that contractor employees, who elect to participate in extended assignments

to the Washington, DC, area and temporarily move to the area, may only be reimbursed for costs in one of two ways, either as Temporary Change of Station (TCS) or as Extended Travel Duty (ETD). Reimbursable allowances for the assignee will vary depending on the contractor's status, TCS, or ETD. In all cases, allowances will be in accordance with the Federal Travel Regulations (FTR) as applicable and DOE/NNSA policy.

- a. The Site Contracting Officer, in consultation with the Program Office (PO) shall determine whether it is in the best interest of the agency for the assignee to be on ETD or TCS. Additionally, a complete cost evaluation for each assignment shall be conducted and documented.
- b. The number of M&O employees located in the Washington, DC, area supporting NNSA shall not exceed the number allocated by the Principal Deputy Administrator (PDA) in a fiscal year. Each position must be within an approved HQ Program Office allocated slot. The total NNSA allocation will be determined each year based on the annual staffing plans submitted by each Deputy or Associate Administrator.
- c. Each NNSA Deputy or Associate Administrator, with Site Contracting Officer approval, may authorize NNSA M&O contractors to assign employees in support of program missions to positions in the Washington, DC, area. Authorization may be granted if the following criteria are met:
 - (1) Contractor employees provide a HQ PO with technical expertise and experience that is critical to the operation or program(s). Additionally, this expertise and experience is neither available within the program nor at lower cost through other types of contracts (e.g., support service contracts);
 - (2) Contractor employees perform temporary support, not to exceed 36 months, to HQ. Exceptions to the three year limit must be approved by the PDA. If a task assignment is repetitive in nature, found to be performed through multiple assignments/assignees, consideration should be given to recruiting a Federal employee to perform it. After two consecutive contractor employee assignments for the same or similar task, the Program Office must provide a detailed rationale to include details of the costs of the assignment(s) for the entire duration of the assignment and must explain why this should not or cannot be filled with a non M&O employee when submitting the annual staffing plan for approval by the PDA;
 - (3) Contractor employees undertake tasks that must be performed in the Washington, DC, area because staff must coordinate or interface in-person with HQ staff or other agencies and such assignments can be demonstrated to be cost effective for performance of the task; and
 - (4) Contractor employees provide technical expertise within the mission and scope of work of the M&O contract under which the assignments are made. (Scope is determined by the Site Contracting Officer.)

- d. Assignment of NNSA M&O contractor employees to the Washington, DC, area must not adversely affect the contractor's mission or otherwise adversely affect the contractor's ability to meet contract commitments.
- e. NNSA M&O contractor employees shall not perform assignments that exceed 36 months in duration. After completion of each 12 month period, the necessity for the continuation of the assignment must be reaffirmed by the Program Office Deputy or Associate Administrator by providing a document to the file.
- f. NNSA M&O contractor employee work assignments performed in the Washington, DC, area must conform to the relevant program critical skills staffing plan or the contractor's Washington, DC, area office staffing plan. NNSA adopts the DOE O 350.2B process for establishing staffing requirements with the addition of the following requirements:
 - (1) Program Offices shall include a proposed ceiling for the number of contractor employees to be assigned during the next fiscal year; any additions to the current proposed ceiling must be approved by the PDA;
 - (2) Program Offices shall detail the percentage of time charged for each contractor employee assignment to a HQ program organization(s). If an assignment supports more than one Program Office, the plan must indicate the percentage of support provided to each program with the aggregate total equaling 100 percent;
 - (3) Program Offices shall demonstrate how the contractor employee assignments are cost effective. Affirmatively state and show that they are computed in accordance with the cost principles set forth in the Federal Travel Regulations and other cost policies contained in this document.
- g. All assignments of M&O contractor employees to the Washington, DC, area require the authorization of the cognizant Deputy or Associate Administrator, or designee not below the Assistant Deputy or Deputy Associate Administrator level with concurrence by the Site Contracting Officer. Procedures for approving assignments of these contractor employees in the Washington, DC, area must, at a minimum, meet the requirements of this SD. The required procedures must include the following:
 - (1) The NNSA HQ Program Office in concert with the M&O contractor and the Site Contracting Officer, develops a work authorization statement showing the required skills mix, scope of work, estimated duration of assignments/needs, reporting requirements, funding source, and any other information required for a work authorization;
 - (2) The NNSA HQ Program Office must certify that Washington, DC, area contractor employee assignments conform to its staffing plan and are within its ceiling allocation;

- (3) The contractor informs the Site Contracting Officer of the contractor employees qualified and available to be assigned;
- (4) The selected contractor employee will complete an official ethics screening/survey/interview with NNSA General Counsel prior to task approval;
- (5) The Site Contracting Officer examines the work authorization statement to ensure contractor assignments will not adversely affect the M&O contractor's performance and approves the cost estimate;
- (6) The M&O contractor, assignee, Site Contracting Officer and HQ Program Office negotiate the terms of the assignment including but not limited to the decision of ETD or TCS and the allowances associated with the selected option. The selection of ETD and TCS is expected to result from a discussion regarding the particular circumstances of each assignment, taking into consideration impact to the detailee.
- (7) The M&O contractor prepares a cost estimate sheet (available at http://nnsa.energy.gov/aboutus/ouroperations/apm/contractorhr) disclosing all costs of the assignment in accordance with the negotiated agreement for Site Contracting Officer approval;
- (8) The cognizant Deputy or Associate Administrator or designee approves the task assignment with the Site Contracting Officer approved cost estimate, and updates the database that has been established to maintain a current inventory of contractor assignments in the Washington, DC, area;
- (9) Once all documents are approved the M&O contractor assignee must sign the individual non-disclosure agreement for inclusion with the task assignment.
- (10) Copies of the task assignments shall be forwarded to NA-MB, and the assignee's site office.
- h. The NNSA CO or designee, or the HQ PO, contingent on the approval as outlined above of a new contractor employee assignment to the Washington, DC, area or upon the expiration of an existing assignment, enters the appropriate changes into the DOE Office of Procurement and Assistance Management M&O Contractor Employee Database, within 30 days of when such a change becomes effective. Failure to include a contractor employee in the database may cause any costs associated with that employee (e.g., salary, benefits) to be deemed unallowable under the contract.

6. ASSIGNMENT ALLOWANCES.

- a. <u>Temporary Change of Station (TCS) Allowances</u>
 - (1) TCS is a temporary relocation. The contractor is not in travel status for the length of their assignment.
 - (a) The per diem allowance covers lodging, meals, and incidental expenses. The per diem allowance is specified by the U.S. General Services Administration (GSA) and published annually;
 - (b) Relocation allowances for a TCS are: Travel and transportation of the assignee and the assignee's immediate family, shipment of household goods (HHG) and personal effects in accordance with the FTR. Initial relocation travel and subsequent return to the permanent employer home location at the end of the assignment will not be reimbursed beyond the cost of a contract common carrier.
 - (c) If a TCS is authorized, NNSA may reimburse the employee and his/her immediate family for the following expenses:
 - 1. Transportation and shipment of HHG and personal effects to and from the Washington, DC, area, not to exceed 20,000 pounds;
 - 2. Shipment of up to two personal vehicles to and from the Washington, DC, area;
 - 3. Rental of a vehicle for a maximum of 14 days if a personal vehicle is in transit or until the personal vehicle arrives whichever is sooner;
 - 4. One house hunting trip to the Washington, DC, area not to exceed 10 days in duration;

The employee and/or spouse will be reimbursed for actual transportation expenses, not to exceed the cost of a contract common carrier; and a per diem allowance prescribed by the GSA.

- 5. An allowance for Temporary Quarters Subsistence Expense (TQSE) while an individual and his/her family locate housing. Conditions of the TQSE are as follows:
 - a. A TQSE is allowed in increments of 30 days or less, not to exceed 60 days. If TQSE is justified beyond 30 days Extensions beyond 30 days, up to a maximum of 60

days may be authorized by the Site Contracting Officer. Extensions beyond 60 days shall be approved by the PDA with concurrence by the Deputy or Associate Administrator of the HQ Program Office and the Head of Contracting Activity (HCA). NNSA will not reimburse TQSE beyond 120 days under any circumstance.

- b. For the first 30 days of the TQSE, the contractor employee may receive 100 percent of the location lodging and meals and incidental expenses (M&IE) per diem allowance rate. The employee is allowed 75 percent of the location M&IE allowance rate for immediate family over 12 years of age and 50 percent for immediate family under the age of 12.
- c. For any additional days of TQSE (if granted), the contractor employee may receive 75 percent of the location lodging and M&IE allowance rate. The employee is allowed 50 percent of the location M&IE allowance rate for immediate family over 12 years of age and 40 percent for immediate family under the age of 12.
- d. An allowance for the TQSE at the end of the assignment may be authorized on a case by case basis. This allowance shall be approved by the Site Contracting Officer and the HQ Program Office.
- 6. Reimbursement for property management services for the assignee's primary residence at his/her official duty station for the duration of the TCS;
- 7. Temporary long term storage of HHG for the duration of the TCS;
- 8. An allowance for short term storage of HHG not to exceed 30 days at the carrier storage facility or a self-storage facility incident to transportation of HHG;
- 9. Cost of living adjustment to salary not to exceed 10 percent of the employee's base pay, if appropriate. The cost of living adjustment shall be removed at the end of the task assignment.
- 10. Relocation income tax allowance (payment to offset the tax consequences for the move) in accordance with the FTR Part 302-17 methodology. For example, reimbursements for

temporary quarters and the shipment of HHG are taxable income, and the amount of reimbursement for these expenses may include tax considerations resulting from the move); and,

- 11. Miscellaneous expenses to and from the assignment location not to exceed \$1,000, if shipment and storage of HHG are involved.
- (d) An M&O employee may elect to travel via a Privately Owned Vehicle (POV). Reimbursement will be for mileage (via the most direct route), lodging, and M&IE. Mileage for use of POV will be reimbursed at the approved GSA rate per mile at the time of travel. Costs for traveling via a POV will not be reimbursed in excess of the cost of air travel via contract common carrier.
- (e) Reimbursement of home sale or home buying expenses is not authorized because an assignment to the Washington, DC, area is considered "temporary."
- (f) The payment of per diem allowance after the initial travel to and from the Washington, DC, area and the approved TQSE is not allowable.
- (g) Personal travel back to the home location at the government's expense is not authorized.
- b. Extended Travel Duty (ETD) Allowances
 - (1) ETD means the assignee is in travel status for the duration of the detail. Therefore, NNSA will not reimburse for the shipment of HHG, travel of family members, or others costs associated with temporary relocation, as detailed in 6(a) above.
 - (2) Reduced per diem allowances are intended for 12 month assignments but shall not exceed 36 months. Payments of the per diem allowance beyond the 36 month period are not authorized regardless whether ETD is extended beyond that timeframe. The per diem allowance covers lodging, meals, and incidental expenses. The per diem allowance is specified by the GSA. Per diem allowances for the Washington, DC, area assignment cover only the assignee.
 - (3) Reimbursable expenses for ETD include the following:
 - (a) Travel for the employee only, including a 100 percent per diem allowance while on travel to and from the assignment location;
 - (b) 100 percent lodging per diem for the first 60 days of the assignment; a reduced lodging per diem allowance, not to exceed 55 percent of the lodging per diem after the first 60 days.

- (c) 100 percent M&IE per diem for the first 30 days of the assignment; a reduced M&IE per diem allowance, not to exceed 55 percent of the lodging per diem after the first 30 days.
- (d) 100 percent location lodging and M&IE per diem allowance for the last 30 days of the assignment.
- (e) The assignee may be authorized up to one reimbursed trip home during every 30 day period at the expense of the government or at a lesser frequency as decided by the HQ Program Office.
- (f) The assignee is authorized to ship up to 1,000 pounds of personal effects to the Washington, DC, area.
- (g) The assignee may be authorized to ship one POV. This will be determined on a case by case basis and requires approval of the Site Contracting Officer and the HQ Program Office.
- (h) The employee is authorized to receive an Income Tax Reimbursement Allowance (ITRA) which will be calculated in accordance with the FTR methodology (FTR 301-11.535).
- (4) An assignee may choose to travel via a Privately Owned Vehicle (POV) including reimbursement for mileage (via the most direct route), lodging, and M&IE. Mileage of use of POV will be reimbursed at the approved IRS rate per mile at the time of travel. Costs for traveling via a POV will not be reimbursed in excess of the cost of air travel via contract common carrier.
- (4) The reduced per diem allowance is intended to cover costs associated with lodging plus M&IE to include furniture rental, utilities, transportation, and parking. Costs in excess of the allowable per diem are the responsibility of the assignee.
- (5) The trip home reimbursement in (3)(e) includes use of a POV or a flight by common carrier to the assignee's home location and a return to Washington, DC, or POV. Mileage to the airport and from the airport to the employee's home will be reimbursed. No per diem allowances, lodging, etc. for these trips is authorized while at the home location.
- (6) An assignee may choose to substitute the ability to take home visits for the shipment of an additional 3,000 pounds of HHG.
- (7) Cost of living adjustment to salary is not authorized. The per diem allowance and ITRA are intended to cover any added expenses.

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- (8) Costs associated with travel or relocation of family members will not be reimbursed by the government and no per diem allowance for the family is authorized.
- 7. <u>Exceptions.</u> Exceptions to the requirements of this SD must be approved by the PDA unless otherwise stated in this document. If exceptions are granted, the HQ Program Office shall provide documentation to the file as to nature of and justification for the exception. Template is available at: http://nnsa.energy.gov/aboutus/ouroperations/apm/contractorhr Exceptions will only be granted in unusual and compelling circumstances. The concurrence of the Senior Head of Contracting Activity and the Deputy or Associate Administrator of the HQ Program Office will be required before submission to the PDA.

8. <u>Other Requirements</u>

- (1) In all cases, all paperwork (to include the ethics interview and completed nondisclosure statement) for contractor employee assignments to the Washington, DC, area for initial approval and any applicable extensions must be submitted to NA-MB, no less than 10 days after approval. Assignment may not begin before the approval of the Deputy or Associate Administrator with concurrence by the Site Contracting Officer. If contractors are on an assignment to the Washington, DC, area without an approved task assignment, the costs may be determined to be unallowable.
- (2) The contractor employee's actual salary must be disclosed in the cost breakdown. Category average salaries do not meet this requirement.
- (3) Applicable burden rates for the assigned employee must be included in the cost breakdown for the employee's assignment to the Washington, DC, area and must be consistent with the Cost Accounting Standards (CAS) and the M&O's CAS disclosure statement.
- (4) The funding source for the assignment must be disclosed in the task assignment package.
- (5) All requests must have a cost breakdown sheet in the specified format with a cost benefit evaluation (available at http://nnsa.energy.gov/aboutus/ouroperations/apm/contractorhr). Total costs shall be disclosed and submitted for review regardless of the funding source. Lodging expenses must be justified with receipts.
- (6) If individuals on assignment to the Washington, DC, area are married and both on assignment, (regardless of the assignment type, e.g., Intergovernmental Personnel Act Assignment, Change of Station), only one contractor employee is allowed to receive an allowance as stated in this SD. If a spouse is on an assignment (other than temporary assignment to the Washington, DC, area), it should be disclosed at the time of approval and include any documents demonstrating the costs associated with the other assignment. Any "double dipping" shall not be an allowable cost under the M&O Contract.

- (7) The M&O contractor is required to submit to the respective Site Contracting Officer and HCA an annual report detailing the costs for all assignments to the Washington, DC, area by January 15 of each year. The report shall be reflective of the previous fiscal year assignments. In the case where an assignment starts during the fiscal year, the costs shall reflect fiscal year-to-date costs. The report shall be provided in the format specified by NNSA and a template will be available at http://nnsa.energy.gov/aboutus/ouroperations/apm/contractorhr.
- (8) Task Assignment Statements must include Organizational and Personal Conflict of Interest Statements and a Nondisclosure Agreement (available at http://nnsa.energy.gov/aboutus/ouroperations/apm/contractorhr). Separate conflict of interest statements and nondisclosure agreements shall be executed before an M&O employee is allowed to provide evaluations of proposals. This will ensure that no conflicts of interest exist prior to granting him/her access to proprietary information, in accordance with NNSA policy.
- (9) All requests must follow the appropriate chains for review and approval as stated below. See Flow Chart Attachment
 - (a) The NNSA HQ PO shall:
 - 1. Initiate a request based on mission needs,
 - 2. Consult with the Site Office to ensure that the mission is not compromised by use of a contractor employee,
 - 3. Initiate contact with the M&O contractor for temporary use of employee,
 - 4. Create a statement of work and complete the required Assignment Information Standards, as set forth in Appendix A of DOE O 350.2B for the selected employee; and
 - 5. Coordinate all documents/signatures with the Site Office CO and NA–MB.
 - (b) The NNSA PDA shall:
 - 1. Annually review the NNSA Program Office staffing plan and provide slot allocations to POs,
 - 2. Annually review the continuance of contractor Washington, DC, staff offices, and
 - 3. Review exceptions to the DOE/NNSA policy and provide recommendation.

- (c) The Site Office CO shall review and ensure compliance with DOE O 350.2B and this SD.
- (d) The NNSA Senior HCA shall review any exceptions to the DOE/NNSA policy and provide recommendation to the NNSA PDA.
- (e) The M&O contractor shall prepare a cost breakdown for the employee and aid the NNSA PO in completing and providing any required documents.
- (f) NNSA NA-MB shall notify the contractor of the decision to send the M&O contractor employee to the Washington, DC, area and shall aid in coordination and distribution of task assignment packages.

9. <u>RESPONSIBILITIES</u>.

- a. NNSA HQ Program Offices are responsible for initiating the assignment; ensuring that there is an appropriate slot for the M&O contractor; completing the cost evaluation for the assignment; and, ensuring assignments to the Washington, DC, area are reasonable, cost efficient, meet the requirements of this policy, and are critical to the success of the mission.
- b. NNSA PDA is responsible for ensuring POs have the appropriate number of slots to accomplish mission requirements, reviewing contractor Washington, DC, area office staffing plans, and reviewing any requested exceptions to this policy.
- c. NA-MB is responsible for retention of final records and coordination with DOE as needed.
- d. NA-APM-13, Contractor Human Resources (CHR) is responsible for providing policy advice to the NNSA Senior Procurement Executive and is available for providing staff advice to HQ Program Offices and Site Offices on cost allowability and reasonableness determinations associated with an assignment. In addition, CHR shall communicate the results of the yearly cost report to NA-MB.
- e. Site Contracting Officers are responsible for holding the M&O contractor responsible for mission performance during the employee's absence. In addition, the Site Contracting Officer is also responsible for authorizing the reimbursement of costs, consistent with this policy, under their respective contract subject to Federal Acquisition Regulation (FAR) Part 31.
- f. NNSA Office of the General Counsel shall be consulted when necessary, but at least regarding every conflict of interest issue and ethics/non-disclosure issues.

10. <u>DEFINITIONS</u>.

- a. <u>**Temporary Change of Station:**</u> The temporary relocation to a new official station for a minimum of one year but not to exceed three years while performing a long-term assignment.
- b. **Extended Travel Duty:** A stay in excess of 30 days at a temporary a location other than their permanent work location where an employee is considered on travel status. Employee receives a reduced per diem allowance for the duration of the long-term assignment.
- c. **Property Management Services:** A program provided by a private company for a fee, which assists you in managing your residence at your previous official station as a rental property. Services provided by the company may include, but are not limited to, obtaining a tenant, negotiating a lease, inspecting the property regularly, managing repairs and maintenance, enforcing lease terms, collecting rent, paying the mortgage and other carrying expenses from rental proceeds and/or fund of the employee, and accounting for the transactions and providing periodic reports to the employee.
- d. **Immediate Family:** Any of the following named members of the employee's household at the time he/she reports for duty at the new permanent duty station or performs other authorized travel involving family members: 1) Spouse (including same sex spouse/registered domestic partner); 2) Children of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless, of age are physically or mentally incapable of self-support; 3) Dependent parents of the employee or employee's spouse; and, 4) Dependent brothers and sisters of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support.
- e. <u>**Temporary Storage:**</u> Storage of HHG for a limited period of time at origin, destination or en route in connection with transportation to, from, or between official station or post of duty or authorized alternate points.

11. <u>REFERENCES</u>.

- a. DOE O 350.2B, Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, DC, Area, dated 5-31-2011.
- b. NNSA BOP-003.0601R1, NNSA Contractor Human Resources (CHR) Policy and Approval of Actions Process, dated 5-18-2011.
- c. DOE M 552.1-1A, U.S. Department of Energy Travel Manual, dated 2-17-2006.
- d. Federal Travel Regulations, 41 C.F.R. Sections 300-304.

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 <u>CONTACTS</u>. Deputy Director Office of Acquisition Management, Office of Acquisition and Project Management (NA-APM-13), (202) 586-7439 or Manager of Contractor Human Resources Section, NA-APM-13.2, (505) 845-4222.

BY ORDER OF THE PRINCIPAL DEPUTY ADMINISTRATOR:

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Neile L. Miller Principal Deputy Administrator National Nuclear Security Administration

Attachments:

- 1. Contractor Requirements Document
- 2. Review and Approval Flow Chart

CONTRACTOR REQUIREMENTS DOCUMENT NNSA ASSIGNMENTS TO THE WASHINGTION, DC, AREA

- 1. The contractor shall submit a task assignment or extension to the PO, at least 90 days prior to the start of the assignment.
- 2. The contractor shall submit a complete cost breakdown worksheet for every assignment. All assignments to the Washington, DC, area are required to include a breakdown of burdens on their assignments. Total costs shall be disclosed and submitted for review regardless of the funding source. For purposes of these assignments, State Gross Receipts Tax in New Mexico is allowed and shall be categorized as a burden if included.
- 3. For all extensions to the original task assignment or extensions beyond 36 months, a summary breakdown of all prior term(s) actual costs shall be submitted and shall accompany the extension request.
- 4. The contractor shall submit an annual report of the costs associated with all Assignments to the Washington, DC, area by January 15 of each year. The report shall reflect the previous fiscal year's assignments. Should the assignment start during the middle of the fiscal year, the costs shall reflect year-to-date costs. This report shall be submitted to the respective Site Office and NNSA/APM/CHR.
- 5. The contractor shall follow all limits set on salary adjustments, per diem allowances, travel allowances, and relocations allowances as described in NA SD 350.2. Any payments in excess of the limitations set forth in the SD without an approved exception may be deemed unreasonable and therefore not reimbursable.
- 6. The contractor must operate within its approved annual support plan for administrative/overhead staffing plan ceiling. Waiver requests to exceed approved staffing plan ceilings are to be submitted to the HCA.
- 7. In addition to the Non-Disclosure Statement signed before the detail begins, an Organizational and Personal Conflict of Interest Statement will be executed before the M&O employee is asked to provide technical evaluations of proposals. This will ensure that no conflicts of interest exist prior to granting him/her access to proposals or proprietary information, in accordance with NNSA policy.

FLOWCHART

ASSIGNMENTS TO THE WASHINGTION, DC, AREA

