

AWARD/CONTRACT		1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1
2 CONTRACT NO (Proc. Inst Ident) NRC-11-02-300		3 EFFECTIVE DATE 09-30-2002	4 REQUISITION/PURCHASE REQUEST/PROJECT NO dated 6/20/2002 RQ-ACR-02-300	
5 ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center No. 1 Mail Stop T-7-I-2 Washington DC 20555		CODE ADM	6 ADMINISTERED BY (If other than Item 5) CODE	
7 NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Link Technologies, Inc. ATTN: Mr. Ali Tabatabai Principal 20030 Century Boulevard, Suite 210 Germantown MD 20874		8 DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9 DISCOUNT FOR PROMPT PAYMENT N/A
CODE		FACILITY CODE		10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM See Below
11 SHIP TO/MARK FOR CODE		12 PAYMENT WILL BE MADE BY CODE		
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c)(_) <input type="checkbox"/> 41 USC 253(c)(_)		14 ACCOUNTING AND APPROPRIATION DATA B&R No. 27R-15-548-386; Job Code N7102; BOC No. 252A Appropriation No. 31X0200; Obligated Amount: \$29,000.00		
15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE
	Link Technologies, Inc. shall provide "Technical Engineering and Policy Support Services", as described under this Fixed Price/Labor Hour contract.			
				15F AMOUNT
				15G TOTAL AMOUNT OF CONTRACT
				\$591,768.26

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)		18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A NAME AND TITLE OF SIGNER (Type or print) ALI TABATABAI, PRINCIPAL		20A NAME OF CONTRACTING OFFICER Joyce A. Fields	
19B NAME OF CONTRACTOR <i>[Signature]</i> BY <i>[Signature]</i> (person authorized to sign)		20B UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	
19C DATE SIGNED 9/30/02		20C DATE SIGNED 9/30/02	

TEMPLATE - ADM001

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B.1 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

1. PROJECT TITLE

The title of this project is as follows:

“Technical Engineering Services and Policy Support”

2. BRIEF DESCRIPTION

The contractor will provide timely, high quality professional engineering and scientific work to support activities of the U.S. Nuclear Regulatory Commission’s (NRC) Advisory Committee on Reactor Safeguards and Advisory Committee on Nuclear Waste (ACRS/ACNW). Specific assignments will be made by the ACRS Chairman, the Executive Director ACRS/ACNW, or the Associate Director for Technical Support ACRS/ACNW. The contractor personnel shall perform these services at the NRC’s Headquarters facility.

Only the Contracting Officer of the NRC or other authorized individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all worked hereunder.

3. SCHEDULE

The Contractor shall provide services to the NRC in accordance with the PERFORMANCE WORK STATEMENT for the contract period of performance at the rates set forth below.

BASE PERIOD

Labor Category	Hours	Fixed Hourly Rate	Total Price
Principal Technical Advisor	[REDACTED]		\$26,505.00
Research Analyst	[REDACTED]		\$ 2,470.00
BASE PERIOD (Option)			
Principal Technical Advisor	[REDACTED]		\$150,195.00
Research Analyst	[REDACTED]		\$ 12,285.00
	Total Base Year		\$191,455.00

Note: Performance of the Option for the contract Base Period is subject to the availability/appropriation of Fiscal Year funding. Please refer to Section B.2, paragraph (b). The Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract.

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OPTION PERIOD 1 (Period of Performance 12 months)

Labor Category	Hours	Fixed Hourly Rate	Total Price
Principal Technical Advisor	[REDACTED]		\$182,001.00
Research Analyst	[REDACTED]		\$ 15,197.00

Total Option Period 1 \$197,198.65

OPTION PERIOD 2 (Period of Performance 12 months)

Labor Category	Hours	Fixed Hourly Rate	Total Price
Principal Technical Advisor	[REDACTED]		\$187,461.03
Research Analyst	[REDACTED]		\$ 15,653.58

Total Option Period 2 \$ 203,114.61

TOTAL AMOUNT FOR ALL SERVICES/PERIODS \$591,768.26

The fixed unit price of each line item shown above to meet requirements as delineated in the Performance Work Statement, shall include all costs deemed necessary by the Offeror.

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B.2 CONSIDERATION AND OBLIGATION

(a) The total amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$591,768.26.

(b) The amount presently obligated with respect to this contract is \$29,000.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.3 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Background

The Advisory Committee on Reactor Safeguards (ACRS) provides the Nuclear Regulatory Commission (NRC) with independent reviews of, and advice on, the safety of proposed or existing reactor facilities and the adequacy of proposed safety standards. The ACRS reviews the power reactor request for license renewal and power uprates; fuel cycle facility license applications; and the safety-related NRC regulation and guidance relating to these facilities. On its own initiative, the ACRS may conduct reviews of specific generic matters or nuclear facility safety-related items. The committee also advises the Commission on safety-related policy issues and performs other duties as the Commission may request.

Upon request from the Department of Energy (DOE), the ACRS reviews and provides reports on U.S. naval reactor designs, and also advises DOE with regard to the hazards of DOE nuclear activities and facilities consistent with the Energy Reorganization Act of 1974, as amended. Upon request, the ACRS is required to provide advice to the Defense Nuclear Facilities Safety Board in accordance with Public Law 100-456. Pursuant to Public Law 95-209, the ACRS prepares a report to Congress annually describing the results of studies on NRC-sponsored reactor safety research.

In performing its activities, the ACRS evaluates such items as the suitability of proposed sites with respect to the effect the proposed plant may have on the public health and safety, and the effect of various features on the safety of the nuclear plants. Among these features are engineered safety features; plant security provisions and safeguards for protecting special nuclear material; the competence of the design, construction, and operating organizations; the training and qualification of operating personnel; the quality assurance program; operating and emergency plans; and periodic test and inspection programs. The ACRS advises the Commission on standard reactor design applications and industry initiatives directed at establishing design standards, as well as the test and analysis programs to support certification of those designs. The ACRS also gives advice to the Commission with regard to the safety of operating facilities, prioritization and resolution of generic safety issues, and implementation of the requirements resulting from their resolution. The ACRS provides advice and support to the Commission in developing risk-informed regulations.

The Advisory Committee on Nuclear Waste (ACNW) was established by the Commission in June 1988 to provide the Commission with independent reviews of, and advice on, nuclear waste facilities, including application to such facilities of 10 CFR Parts 60 and 61 (disposal of high-level radioactive wastes in geologic repositories and land disposal of radioactive waste) and other applicable regulations and legislative mandates such as the Nuclear Waste Policy Act, the Low-Level Radioactive Waste Policy Act, and the Uranium Mill Tailings Radiation Control Act, as amended. The ACNW has recently, at the request of the Commission, been advising on site decommissioning issues. The ACNW is, like the ACRS, subject to the NRC regulations set forth in 10 CFR Part 7.

The primary focus of the ACNW's work is currently on waste disposal facilities. In performing its work, the ACNW reviews and reports on those areas of concern referred to it by the Commission and will undertake other studies and activities on its own initiative related to areas of regulatory activity identified by the Commission.

Both the ACRS and ACNW have a history of recommending innovative and risk-based approaches to regulatory problems. A specific example of this is that the ACRS endorsed the

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development of an NRC quantitative safety goal policy and developed the first set of quantitative safety goals for nuclear power plants (NUREG-0739). These safety goals were the basis for the later NRC work on the development of an NRC Safety Goal Policy. A second example is that the ACNW, in the period between 1990 and 1994, reviewed the EPA standards for deep geologic disposal of high-level radioactive waste (40 CFR Part 191) and provided its recommendations on critical regulatory issues addressed in the standards. The National Research Council has arrived at similar positions on many of these issues in its recent report on the technical basis for such standards. The National Research Council study was done in accordance with Section 301 of the Energy Policy Act of 1992. Both advisory committees have a significant role in the review and resolution of key technical issues associated with regulation of nuclear power plants and the safe disposal of radioactive waste.

The operations of the ACRS and the ACNW are governed by the provisions of the Federal Advisory Committee Act. The operational practices of both committees are designed to encourage the public, industry, Indian nations, State and local governments, and other Federal agencies to become involved in Committee activities.

The ACRS/ACNW office is a Commission-level office. The ACRS and the ACNW report directly to the Commission and the members are appointed by the Commission. The functions of appointing, removing, and supervising the ACRS/ACNW staff are, under the Energy Reorganization Plan No. 1 of 1980, the responsibility of the Chairman of the ACRS.

The ACRS and ACNW membership (currently 11 ACRS members and 5 ACNW members) comprises individuals with a wide variety of engineering and scientific expertise. The membership currently includes individuals with expertise in geosciences, radioactive waste treatment, environmental engineering, nuclear engineering, risk assessment, chemistry, facility operations management, severe accident phenomena, materials science and metallurgy, thermal hydraulic and heat transfer, and mechanical, civil, and electrical engineering. Consultants are engaged to provide technical assistance on specific issues when required. ACRS members are appointed for four-year terms and normally serve no more than three terms. ACNW members are appointed for four-year terms and normally serve no more than two terms.

II. Objective

The contractor will provide timely, high quality professional engineering and scientific work to support activities of the U.S. Nuclear Regulatory Commission's (NRC) Advisory Committee on Reactor Safeguards and Advisory Committee on Nuclear Waste (ACRS/ACNW). Specific assignments will be made by the ACRS Chairman, the Executive Director ACRS/ACNW, or the Associate Director for Technical Support ACRS/ACNW.

III. Estimate of Effort

The contractor will provide services on a fixed priced fully loaded hourly basis. It is estimated that the hours of 2,087 for a 12-month period will be provided by contractor personnel on a full time basis.

IV. Options and Surge Periods

This performance work statement (PWS) includes in addition to a base 12 month period, two (2) separate 12 month option periods. However, NRC reserves the right not to exercise any of the option periods. Travel and

the performance of work will sometimes be required outside of the normal NRC business hours.

V. Key Contractor Personnel

The proposed and assigned contractor's personnel under this contract shall be deemed as key contractor personnel and the contractor shall therefore obtain review and approval by the NRC Contracting Officer or the NRC Contracting Officer's Representative prior to assigning or substituting the proposed contractor key personnel. In the event of temporary (in excess of 15 calendar days) absences (such as but not limited to contractor personnel's time off, illness and vacation leave) the contractor shall as requested by the NRC immediately provide as interim coverage a qualified substitute contractor employee for the period of time during the key contractor employee's absence. Replacements of key contractor personnel are subject to the ACRS/ACNW Executive Director's approval.

VI. Government Furnished Equipment, Facilities and Service

The NRC will provide the contractor, at the site of ACRS/ACNW office, with government furnished space, work desk, office supplies and the information technology IT equipment (computer equipment, printers, fax machines, copier, telephone), IT services and IT access (e.g., Internet and E-mail) necessary to provide the required services. The contractor is responsible for providing the equipment and services necessary for work not performed at an NRC office. The contractor and the contractor's personnel, consultants, and subcontractors are prohibited from misuse, abuses, and from using the government furnished equipment, services, or access for personal use. The Government will provide information and train the contractor personnel on NRC agencies unique features of NRC furnished equipment, facilities, and services.

VII. Contractor Responsibilities and Scope of Work

The services performed under this contract are provided by the contractor as an independent contractor in performing the requirements set forth herein. The contractor is responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the contractor's personnel. The contractor is responsible for its personnel's proper conduct and performance under this Performance Work Statement.

VIII. Non-Disclosure/Confidentiality Agreement

The contractor's personnel, consultants, and subcontractors will handle or have access to files or information that includes internal for official use only information, scientific, technical and proprietary information that is subject to the Trade Secrets Act, and the Economic Espionage Act. Unless provided with written permission by the NRC, neither the contractor nor any of its personnel, consultants, or subcontractors shall disclose or use this information or provide this information to anyone outside of the NRC. The assigned contractor's personnel, consultants, and subcontractors will be required to sign a non-disclosure/confidentiality agreement (copy attached) and have the necessary qualifications for obtaining an NRC "L-type" clearance.

IX. Non-Personal Services

The contractor and the contractor's assigned personnel, consultants, and subcontractors shall understand and acknowledge that the service provided under this order to ACRS/ACNW and/or NRC do not and will not create an employer-employee relationship between the government and these individuals. These individuals shall not address or identify themselves as NRC employees. The contractor's assigned personnel, consultants, and subcontractors will be required to sign a Non-Personal Services Understanding Agreement (copy attached).

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X. Application of ACRS/ACNW Operating Procedures and applicable Laws, Regulations, Manuals, Directives and Handbooks: In performing any and all services, the contractor personnel, consultants, and subcontractors will apply the applicable laws, NRC regulations, and ACRS/ACNW and NRC operating manuals, handbooks, and directives in the performance of their work.

XI. Scope and Task Areas

The range of the contractor's technical support to ACRS/ACNW that shall be provided under this contract include the following:

As assigned, performs independent analysis of technical and technical policy issues in support of ACRS or ACNW review activities. Examples of these tasks, which would be assigned consistent with the individual's expertise, are:

Evaluation of the lessons-learned from events which have occurred at nuclear facilities.

Analysis of technical and technical policy issues associated with power uprates, license renewals, and applications of risk-informed and performance-based regulation.

Evaluation of licensing issues and research needs associated with the licensing of new reactors.

Identification and evaluation of emerging technical or technical policy issues associated with operating experience, the introduction of new technology, or licensing initiatives.

Evaluation of technical issues associated the NRC review of DOE's application for the licensing of the proposed Yucca Mountain repository.

Evaluation of technical issues associated with proposed decommissioning initiatives.

(Assignments will be made to suit the needs of the ACRS and ACNW during the time for which this contract is in effect. Representative examples are (1) the analysis of plant aging and design margins issues, (2) the identification of safety issues associated with a proposed new facility, (3) analysis of plant operating experience as part of the evaluation of a particular safety issue, (4) development and use of surrogate safety criteria, (5) evaluation of proposed regulatory initiatives, and (6) performance assessment issues associated with waste disposal facilities.)

Provides technical staff support to ACRS and ACNW member activities associated with the conduct of ACRS and ACNW meetings and participates in these meetings. This will include identification and analysis of technical issues relevant to the review and working closely with the cognizant member, NRC staff, and other involved stakeholders in the coordination of this activity

Attends technical meetings as assigned, analyzes the insights obtained from the discussions, and provides reports to the cognizant ACRS and ACNW members and ACRS/ACNW staff.

Arranges and provides technical support for conferences, symposia, and working groups sponsored by the ACRS or ACNW.

XII. Experience, Skills and Standards of Performance:

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The desired experience and skills and expected standards of performance are as follows;

Thorough knowledge of general engineering principles, theory, and practices in the general field of engineering and sciences, with an advanced knowledge of nuclear power plants and nuclear waste management technology. These skills are comparable to those achieved by graduate level training coupled with extensive work experience in specialized areas of nuclear power plant or nuclear waste management technology.

Recognized expertise and extensive work experience in an area of nuclear power plant or nuclear waste management technology of particular relevance to high priority issues currently under review by the ACRS or the ACNW. Examples are (1) probabilistic risk assessment, (2) human performance, (3) facility reliability and design margins assessments, (4) materials performance, (5) accident consequence analysis, (6) thermal/hydraulic analysis, (7) structural analysis, (8) decommissioning, and (9) performance assessment of nuclear waste disposal/storage facilities.

Thorough knowledge of design features and operating characteristics of NRC-licensed nuclear reactors.

Working knowledge of NRC regulations, criteria, standards, guides, and policies.

Working knowledge of evolutionary and advanced reactor designs currently under consideration in the United States and foreign countries.

Working knowledge of the designs of existing and proposed waste disposal and waste storage facility sites in the United States and foreign countries, and a general knowledge of waste management practices utilized in the United States

Working knowledge of research and development work in the field of nuclear power reactor development and nuclear waste management conducted by NRC and other government and industry organizations.

Demonstrated ability to effectively communicate complex technical information to engineers and scientists employed in the nuclear energy field.

Ability to participate in discussions with ACRS and ACNW members and consultants, the NRC and DOE staff, and members of various other government and nongovernment organizations to develop and evaluate information needed in ACRS and ACNW reviews.

Demonstrated ability to perform independent analysis of technical and technical policy issues and effectively communicate the results to qualified professionals.

Work performed must be of high quality, timely, completed with minimal supervision, and effectively coordinated with the involved individuals.

Skills and ability to perform at the expected level can be demonstrated by the successful completion of the requirements for advanced degrees in relevant fields, relevant work experience, publications, or successful completion of complex work assignments.

XIII. Recommends

To the Executive Director and the Associate Director for Technical Support as to resources (technical

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expertise, analysis tools, etc.) required for support of emerging technical and technical policy issues requiring ACRS or ACNW review.

To the responsible ACRS or ACNW member as to topics for ACRS and ACNW review and approaches to the review and resolution of the associated technical and technical policy issues.

XIV. Personnel Security Requirements

All contractor personnel working under this contract require an ADP Security II Clearance.

XV. Travel Requirements

All required travel shall be coordinated by the NRC Project Officer.

XVI. Hours of Operations

The contractor personnel shall work government administrative eight (8) hours per day, five (5) days a week. Work will begin at 7:30 a.m. and end at 4:15 p.m., with forty-five (45) unpaid minutes for a lunch break. Any changes to the hours of work shall be approved by the NRC Project Officer. These hours coincide with NRC's business hours. Contractor personnel will be required to complete a sign-in sheet each day posted in the office. A copy of the sign-in sheet shall be presented to the Project Officer at the end of each week. The Contractor shall be paid only for the hours the contractor employee's perform work. The Contractor will not be paid when contractor employees are precluded from working as a result of office closing, government-wide shutdowns, inclement weather, facilities shutdowns, holiday, etc.

XVII. Legal Holidays

The following holidays are recognized by the Federal Government:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

XVIII. Unavailability of Personnel

The Contractor agrees that personnel may not be removed from the contract work or replaced without compliance with the requirements of the contract.

If the contractor personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the Contracting Officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications. In other circumstances, where the contractor personnel is absent for a week or more (example:

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vacation), the Contractor shall provide backup support as necessary.

Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitution. 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 or his/her authorized representative shall evaluate the request and promptly notify the Contractor of his/her approval or disapproval in writing.

If the Contracting Officer determines that suitable and timely replacement of personnel who have been assigned, 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, 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 may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

XVIII. Period of Performance

Contractor's services shall commence upon award of this contract and expire twelve (12) months thereafter. The term of this contract may be extended at the option of the Government for an additional two (2), twelve (12) month option periods.

XIX. Place of Performance

The Contractor shall provide technical engineering services and policy support to the ACRS/ACNW located at the U.S. Nuclear Regulatory Commission's Headquarters office, 11545 Rockville Pike, Rockville, Maryland.

XX. Government Furnished Equipment, Facilities and Supplies

The NRC will provide all equipment, supplies, materials, and office space necessary to perform the required services described under this contract. All government-furnished property (GFP) is for official government business only. Only NRC authorized software and applications may be used. Contractor employees are not permitted to use any GFP for personal use or gain (i.e., photocopying machines, personal diskettes, PCS, fax machines, Internet, etc.).

XXI. Performance Incentives

The performance incentives for this contract will be as the Contractor satisfactorily performs the services required under this contract, the NRC will exercise subsequent options, in accordance with the contract provisions.

XXII. Satisfactory Performance Requirements

The Contractor is required to perform the services described in this Performance Work Statement in a manner that is satisfactorily to the NRC and that will ensure success. The Performance Evaluation Report (Scorecard attached) identifies the areas in which performance is critical to the success of this contract.

The NRC Project Officer will assess the Contractor's performance on a quarterly basis, as it relates to each of

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the performance areas in the Performance Evaluation Report. The Project Officer will complete the Performance Evaluation Report to provide a rating recommendation to the NRC Contracting Officer for review and approval. Upon approval, the NRC Contracting Officer will provide the recommendation to the Contractor. A deduction of 1% of the total quarterly billing will be taken for each rating of "unsatisfactory" on the Performance Evaluation Report, for up to a total of 7%. The Contractor shall address ratings of "unsatisfactory" in writing within 30 days of receiving a copy of the report and describe the means for improvement in any area receiving these ratings.

B.4 DELIVERABLES

None specified.

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**B.5 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)**

This contract shall commence upon the effective date of this contract and will expire September 30, 2003. The term of this contract may be extended at the option of the Government for an additional two (3) twelve (12) month option periods.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.249-2	TERMINATION FOR CONVENIENCE (FIXED-PRICE)	
52.249-4	TERMINATION FOR CONVENIENCE (SERVICES)	
52.249-6	TERMINATION (COST-REIMBURSEMENT)	
52.249-8	TERMINATION FOR DEFAULT (SUPPLY AND SERVICES)	

C.2 2052.204-70 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against

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sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the

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Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.3 2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

C.4 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or 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 the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

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A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/ DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems and 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. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all

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forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the PERSEC/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the PERSEC/DFS. Additionally, PERSEC/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC Personnel Security Program.

C.5 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name: Richard Savio
Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Rockville, Maryland 20814
Telephone Number: (301) 415-7363

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions

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of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories 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.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

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(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

C.6 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

C.7 ORGANIZATIONAL CONFLICT OF INTEREST

Subpart 2009.5 – Organizational Conflicts of Interest

§2009.500 Scope of subpart.

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

§2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

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(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that-

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or

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(2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

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(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest

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exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

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(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

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- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

- (1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;
- (2) Software exclusion clauses;
- (3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and
- (4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

§2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

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- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

§2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

§2009.570-9 Waiver.

- (a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.
- (b) Waiver action is strictly limited to those situations in which:
 - (1) The work to be performed under contract is vital to the NRC program;
 - (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
 - (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.
- (c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

§2009.570-10 Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

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C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the Offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the Offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

[X] (1) 52.222-41, Service Contract Act of 1965, As amended(41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible

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Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

**C.9 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five years.

C.10 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment 1. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

C.11 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

C.13 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

(End of Clause)

C.14 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration

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and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor=s responsibility under this clause.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
1	SF3881, Payment Information Form ACH Vendor Payment System
2	Billing Instructions for Fixed-Price Contracts
3	Contract Security and/or Classification Requirement - NRC Form 187
4	Non-Disclosure/Confidentiality Agreement
5	Non-Personal Services Understanding Statement
6	Performance Evaluation Report (Scorecard)
7	Organizational Conflict of Interest