U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT–00–18

To: NRC Management Directives Custodians

Subject: Transmittal of Directive 11.8, "NRC Procedures for Placement and Monitoring Work With Other Federal Agencies Other Than DOE"

Purpose: Directive and Handbook 11.8 provide policies and procedures to ensure that negotiating and managing agreements with other Federal agencies are consistent with sound business practices and contracting principles. The Directive identifies current statutes and delegated authority for award and administration of interagency agreements; defines organizational responsibilities for managing interagency agreements and assigns a central oversight role for interagency agreements to ADM/DCPM. The Handbook states principles of sound contract management; presents steps necessary to award an interagency agreement such as developing a Statement of Work, developing an independent cost estimate, and identifying organizational conflict of interest; discusses proposal evaluation and negotiation of terms and conditions; defines effective project monitoring; discusses property management procedure; discusses funds control responsibilities; and provides instruction for closing out an interagency agreement.

Office and Division of Origin: Office of Administration

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Date Approved: October 2, 2000

Volume: 11

Directive: 11.8, "NRC Procedures for Placement and Monitoring Work With Other Federal Agencies Other Than DOE"

Availability: Rules and Directives Branch
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NRC Procedures for Placement and Monitoring Work With Other Federal Agencies Other Than DOE

Directive 11.8

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NRC Procedures For Placement and Monitoring Work With Other Federal Agencies Other Than DOE Directive 11.8

Policy
(11.8–01)

It is the policy of the U.S. Nuclear Regulatory Commission to manage effectively work placed with other Federal agencies or their contractors pursuant to the provisions of the Economy Act of 1932, the Energy Reorganization Act of 1974, as amended, the Information Technology Management Reform Act of 1996 (also known as the Clinger/Cohen Act) and other relevant statutes authorizing an agency to perform work for other agencies. This includes both the award and monitoring of work placed with other agencies. This includes the award and monitoring of interagency agreements.

Objectives
(11.8–02)

- To ensure that procedures for negotiating and managing agreements with other Federal agencies are consistent with sound business practices and contracting principles. (021)
- To ensure uniform application of an agencywide standard of contract management for projects placed with other Federal agencies. (022)
- To ensure that a framework exists for program management control, administration, monitoring, and closeout of projects placed with other Federal agencies. (023)

Organizational Responsibilities and Delegations of Authority
(11.8–03)

Chief Financial Officer (OFO)
(031)

As delegated by the Chairman on January 8, 1997, executes interagency actions for the acquisition of goods and services necessary to carry out the functions of the CFO except for actions required by law or regulation to be approved by the Chairman or the Commission.

Chief Information Officer (CIO)
(032)

- Provides program guidance, advice, and assistance to NRC offices in obtaining information technology (IT) resources with other Federal agencies. (a)
- As delegated by the Chairman on January 28, 1997, enters into, modifies, and terminates orders and agreements with other agencies as appropriate, to acquire IT and information management (IM) resources, settles termination thereof and makes the determination and finding required for interagency agreement actions under the Economy Act of 1932. (b)
- Reviews and approves requests for interagency agreement acquisitions that involve IT resources that exceed the threshold referred to in Management Directive (MD) 2.2, "Capital Planning and Investment Control." (c)
- Provides support to NRC offices, as requested, in preparing the statement of work and other documentation of agreements involving IT resource acquisitions. (d)
- Provides assistance to NRC offices, as requested, in the review and evaluation of proposals for agreements involving IT resources. (e)

Deputy Executive Director for Management Services (DEDM)
(033)

As Procurement Executive, provides overall agency direction for acquisitions involving interagency agreements.

Inspector General (IG)
(034)

- Investigates allegations of fraud, waste, or abuse within the acquisition process. (a)
- Audits interagency processes. (b)
- Provides annual fraud awareness briefings to all NRC project managers (PMs). (c)

General Counsel
(035)

- When requested, reviews and makes recommendations regarding any legal questions arising over work placed with other Federal agencies. (a)
- Reviews and makes recommendations regarding conflict-of-interest concerns with work placed with other Federal agencies. (b)

Director, Office of Administration (ADM)
(036)

Develops and directs policies and programs for obtaining goods and services under agreements with other Federal agencies.

Office Directors, Regional Administrators or Designee
(037)

- Ensure timely development of an office advance procurement plan (APP) and updates thereto. (a)
- Appoint PMs for interagency agreements and ensure appropriate training is received. (b)
- Ensure PMs establish measures for interagency agreement pre-award planning and post-award management consistent with the size and complexity of a proposed agreement. (c)
- Ensure that the project does not unnecessarily duplicate or overlap with other NRC work proposed, in progress, or completed. (d)
- Approve justification to award an interagency agreement to an agency, other than DOE, under the authority of the Energy Reorganization Act of 1974, as amended or other appropriate authority. (e)

Office Directors, Regional Administrators or Designee
(037) (continued)

- Issue a request for proposals to other Federal agencies for interagency agreements to be issued. (f).
- Award, extend, modify and terminate interagency agreements where this authority is specifically delegated. (g)*
- Authorize and issue NRC Form 662, "Award of Interagency Agreement," and accompanying attachments. (h)
- Ensure that the proposed work does not create an organizational conflict of interest. (i)
- Ensure early involvement of Division of Contracts and Property Management (DCPM) and, where appropriate, the Office of the Chief Financial Officer (OCFO) representatives in the planning and preparation of supporting documents for new interagency agreements with an average estimated annual cost of $ 1 million or more that require review and approval of the Director, DCPM. (j)
- Ensure appropriate review and approval of agreements involving IT resources. (k)
- Ensure proper certification of funds availability, as described in MD 4.2, "Administrative Control of Funds," before placement of work with another Federal agency. (l)
- Ensure the effective and timely review of vouchers for reasonableness, accuracy, and timely approval. (m)
- Ensure the agreements are properly awarded, monitored, and closed out and that project results are properly analyzed, evaluated, and disseminated. (n)
- Provide one original of executed interagency agreement to the Division of Accounting and Finance (DAF), OCFO, within 2 business days of receipt. (o)
- Provide a copy of the executed interagency agreement to DCPM, ADM, for inventory purposes. (p)

* The following offices have authority to award, extend, modify and terminate interagency agreements. Authority source is cited:

EDO	NRC MD 9.17-032
CFO	Delegation of Authority from Chairman dated 1-8-97
CIO	Delegation of Authority from Chairman dated 1-28-97
RES	NRC MC 0125-022
NRR	NRR MC 0123-0318
NMSS	NRC MC 0124-0328
ADM	NRC MC 9.21-03, Part II (D)
HR	NRC MC 0134-033

Director, Division of Accounting and Finance (DAF), OCFO
(038)

- Records obligations against agreements that have been accepted by servicing agency and forwarded to DAF, ensures use of valid accounting citations, including job code, budget object classification code, and budget and reporting (B&R) number. Maintains copies of NRC agreements as official obligating documents. (a)
- Determines valid accrued costs and records the cost in the accounting system. (b)
- When appropriate, receives notice through the U.S. Treasury on the online payment and collection (OPAC) system that an electronic funds transfer from NRC to reimburse the servicing agency has occurred, sends the approval form(s) with any supporting documentation to the office certifying official for review and approval, follows up on timely return of forms, and maintains the signed approval forms on file. (c)
- Maintains records of outstanding unexpended obligations and unliquidated advance payments, and provides reports to NRC offices. (d)
- Assists offices to identify erroneous billings. (e)
- Issues job codes to NRC offices upon request. (f)
- Provides a monthly report to offices of projects with no billing activity for 6 months or more. (g)

Director, Division of Planning, Budget and Analysis (DPBA)
Office of the Chief Financial Officer (OCFO)
(039)

Issues approved Advice of Allowances and Financial Plan to allowance holders.

Director, Information Management Division,
Office of the Chief Information Officer (OCIO)
(0310)

- Develops and issues instructions in conjunction with the NRC offices and the servicing agency for the preparation of reports published in the NUREG series. (a)

Director, Information Management Division, Office of the Chief Information Officer (OCIO)
(0310) (continued)

- Prints and distributes reports as specified by the interagency agreement, including all reports required by the statement of work that are to be made publicly available. (b)
- Ensures that interim and final reports are electronically submitted to the agencywide documents access and management systems (ADAMS). (c)

Director, Division of Contracts and Property Management (DCPM), ADM or Designee
(0311)

- As requested by offices, awards and monitors interagency agreements. (a)
- Oversees program office placement and monitoring of agreements. (b)
- Reviews new projects, or modifications adding new work, with an average estimated annual cost of $1 million or more to ensure that placing the work with another Federal agency is appropriate and in the NRC's best interest. (c)
- Oversees office placement and monitoring of interagency agreements through periodic reviews of selected project files to ensure compliance with applicable regulations and sound business practices. In coordination with the sponsoring office, develops corrective action plan for areas needing improvement identified during the review. (d)
- Prepares a management directive and guidance memoranda for agreements placed with other Federal agencies. (e)
- Maintains a central inventory of all active agency, interagency agreements, and MOUs. (f)
- Establishes policy in conjunction with OGC and the offices to ensure resolution of all conflict-of-interest concerns involving agreements. (g)
- Designs, develops, and implements the agencywide contract and acquisition training curriculum and course materials, with the assistance of the Office of Human Resources and other NRC offices. (h)

Director, Division of Facilities and Security (DFS), ADM
(0312)

- Obtains facility clearance for classified projects from the appropriate security organization and notifies the NRC office of this clearance. (a)
- Processes security clearance and/or access authorization requests for individuals, as needed, in the performance of their classified or sensitive unclassified duties under an interagency agreement. (b)
- Advises NRC offices on the preparation and handling of documents containing classified information or proprietary and other sensitive, unclassified information. (c)
- Reviews and approves NRC Form 187, "Contract Security and/or Classification Requirements." (d)

Applicability
(11.8–04)

- The policy and guidance in this directive and handbook apply to all NRC employees who are involved with placing and monitoring agreements with other Federal agencies. This includes the use of Governmentwide agency contracts and multi-agency contracts. (a)
- The directive does not cover contracts with the private sector and does not apply to the schedule contracts of the General Services Administration (see MD 11.1, "NRC Acquisition of Supplies and Services") or work orders placed with DOE and its laboratories (see MD 11.7, "NRC Procedures for Placement and Monitoring of Work With the U.S. Department of Energy [DOE])." Further, grants and cooperative agreements are covered under MD 11.6, "Financial Assistance Programs." (b)

Handbook
(11.8–05)

Handbook 11.8 provides guidance, procedures, and management controls for placement and monitoring of work with other Federal agencies. It focuses on the award and administration of various agreements and instruments to accomplish the NRC's mission.

References
(11.8–06)

Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.).

Economy Act of 1932, as amended (31 U.S.C. 1535).

Code of Federal Regulations—

10 CFR Part 10, "Criteria and Procedures for Determining Eligibility for Access to Restricted Data or National Security Information or an Employment Clearance."

48 CFR Part 1, "Federal Acquisition Regulation."

Energy Reorganization Act of 1974, as amended (42 U.S.C. 5801 et seq).

Executive Orders—

10865, "Safeguarding Classified Information Within Industry," February 24, 1960.

12352, "Federal Procurement Reforms," March 17, 1982.

12829, "National Industrial Security Program," January 6, 1993.

12958, "Classified National Security Information," April 17, 1995.

12968, "Access to Classified Information," August 8, 1996.

"Gathering, Transmitting or Losing Defense Information" (18 U.S.C. 793).

GAO's Policy and Procedures Manual, "Title 7, Fiscal Guidance."

Information Technology Management Reform Act of 1996, Pub. L. 104-106, August 8, 1996, (also known as the Clinger/Cohen Act of 1996).

NRC Bulletin 0904-4, "NRC Computer Software Policy," April 28, 1989.

NRC Management Directives—

2.2, "Capital Planning and Investment Control."

2.4, "Acquisition of Information Technology Resources" (former title, "Acquisition of Federal Information Processing Resources").

References
(11.8–06) (continued)

3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series."

3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects."

3.11, "Conferences and Conference Proceedings."

3.50, "Document Management."

4.1, "Accounting Policy and Practices."

4.2, "Administrative Control of Funds."

10.6, "Use of Consultants and Experts."

11.1, "NRC Acquisition of Supplies and Services."

11.6, "Financial Assistance Program."

11.7, "NRC Procedures for Placement and Monitoring of Work With the U.S. Department of Energy (DOE)."

12.2, "NRC Classified Information Security Program."

12.3, "NRC Personnel Security Program."

12.5, "NRC Automated Information Systems Security Program."

12.6, "NRC Sensitive Unclassified Information Security Program."

NRC NUREG–0650, "Publishing Documents in the NUREG Series," Rev. 1.

– 0794, "Protection of Unclassified Safeguards Information: Criteria and Guidance."

– 0910, "NRC Comprehensive Records Disposition Schedule," Rev. 3.

NRC NUREG-BR-0167, "Software Quality Assurance Program and Guidelines."

Office of Personnel Management, "Qualification Standards Operating Manual" (Occupational Series 1102).

National Industrial Security Program Operating Manual (NISPOM) and Supplement.

NRC Procedures for Placement and Monitoring Work With Other Federal Agencies Other Than DOE

Handbook 11.8

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Part I

Introduction

This handbook prescribes agencywide standards for placing and monitoring work with other Federal agencies or the contractors of other agencies. (Note: Interagency agreements for which NRC is performing work for other Federal agencies are generally referred to as "reimbursable agreements" and are addressed in Part VIII of the handbook to Management Directive 4.2, "Administrative Control of Funds.")

Acquiring Services From Other Agencies or Other Agency Contractors (A)

Services may be acquired by the following agreements and instruments: (1)

- **Interagency agreement.** An agreement between Federal agencies under which goods or services are provided in exchange for payment. (a)
- **Governmentwide acquisition contracts and multiple award contracts.** Vehicles for placing orders for information technology (IT) equipment and services under another agency's contract. Under the Information Technology Management Reform Act (also known as the Clinger/Cohen Act), the Office of Management and Budget designates an agency to serve as an executive agency with the authority to enter into a contract for IT equipment and services. (b)
- **Memorandum of understanding (MOU).** An MOU is a written agreement broadly stating basic understandings and describing a mechanism for coordinating activities to be engaged in by NRC and an outside agency. If goods or services are requested by NRC, the MOU would normally be followed by an agreement document that provides for ordering and funding specific goods or services in accordance with the format, policy, and procedures in this handbook. The MOU is generally not a binding agreement. (c)

Contract Management (B)

Contract management consists of managing all aspects of a project, including the technical, cost, and administrative functions. To successfully perform these varied functions, both technical personnel and support staff are needed. The Office of Personnel Management Qualification Standards Operating Manual (Occupational Series 1102) outlines the necessary administrative skills required. To acquire these skills, NRC requires project managers to complete various acquisition-training modules conducted in the NRC Professional Development Center or complete comparable acquisition training. Collectively, these training modules provide project managers with the knowledge and background necessary to properly manage an agency project initiated with another Federal agency. (1)

The principles of sound contract management are embodied in the following activities regardless of what type of instrument is used to bind the parties: (2)

- Development of a statement of work (SOW) with specific tasks to be performed by another Federal agency or its contractor that include the period of performance, specific identification of deliverable products, content requirements for reports (status and others), and delivery schedules for each task (a)
- Preparation of an independent government cost estimate to be used in evaluating another Federal agency's proposal (b)
- Evaluation of the adequacy of the servicing agency's technical and cost proposals to meet project objectives (c)
- Negotiation of a fair and reasonable project cost (d)
- Preparation of a summary of negotiations detailing the basis for project agreements between the parties and the determination of cost reasonableness (e)
- Preparation of a clear, enforceable agreement articulating the obligations of each party (f)
- Certification of funds availability before execution of the agreement and obligation of funds authorizing performance of work (g)
- Performance of systematic technical and cost monitoring of projects, using spending plans as baselines for measuring progress versus cost (h)

Contract Management (B) (continued)

- Resolution of technical/contractual concerns to allow for timely delivery of and effective implementation of the contracted goods and services (i)
- Documentation of results or outcome against expectations and requirements at the time the project is completed, including technical performance and specific deliverables received (j)
- Timely referral of information which suggests a reasonable basis for suspicion of fraud, corruption or unlawful activity affecting NRC's reimbursable agreements to the NRC's Office of the Inspector General. (Fraud awareness training is provided to all assigned project managers.) (k)
- Timely deobligation of excess funds and completion of closeout activities (l)

Assessment of Level of Documentation Required for Interagency Agreements (C)

Pre-award documentation and processes for the establishment of interagency agreements typically involve preparation of the SOW, calculation of an independent government cost estimate, submission of a request for proposal, proposal evaluation and negotiation of project terms and conditions and cost. (1)

However, certain circumstances may result in a streamlined process where some or most of the above processes and documentation requirements are not necessary. For example, an interagency agreement with the U.S. Department of the Treasury for debt management services would not require preparation of the SOW or a detailed government cost estimate, because debt collection services and rates are predetermined. (2)

In instances when rates and/or services are predetermined, or when a required Federal source is used, the degree of documentation required varies, and in all cases is less than the full complement of documentation necessary for interagency agreements that have no predetermined features. The determination of the degree of documentation necessary, therefore, requires judgment and good business sense. The cognizant division director or designee would typically make the decision on the number of processes and degree of documentation needed for a given interagency agreement. (See Part II (H)(2)(a) of this handbook for a greater discussion of required Federal sources). (3)

Part II

Presolicitation Activities

Planning and Initiation (A)

Planning for the acquisition of goods or services begins with the identification of a need. (1)

Planned interagency agreements and/or modifications to existing agreements must be included in submissions of the office's advanced procurement plan. (2)

Developing the Statement of Work (SOW) (B)

The project manager (PM) is responsible for developing the SOW, which serves as the foundation for every agreement. All other elements of an agreement evolve around it. (1)

The SOW describes the overall technical requirement and provides the other Federal agency with the essential information needed to prepare a proposal. It contains introductory and background material, the tasks to be performed, the items or equipment to be developed, the technical and management data to be delivered under the agreement together with the delivery schedule. The SOW also may contain discussions of technical problems, technical guidelines, and suggested approaches and methodologies to resolve problems. It should include research references, related information, and other data that, in the judgment of the requiring NRC office, will assist the servicing agency in preparing a technical proposal. (2)

After an agreement has been reached, the requirements set forth in the SOW constitute the definitive standard for measuring the servicing agency's performance. Problems during performance are often traceable to the approach, terminology, and content of the SOW. Regardless of other communication between the NRC and the servicing agency as the work progresses, the parties must look to the

Developing the Statement of Work (SOW) (B) (continued)

language of the SOW as the final determinant of scope, responsibilities, and obligations. (3)

Instructions for each element of the SOW follow: (4)

Background (a)

Include a brief statement of the purpose of the work and discussions of pertinent work previously accomplished (if applicable), any technical problems, suggested approaches, possible methodologies for problem solution, and expected results. Provide explanations or constraints necessary to understand the requirement; how the requirement arose and its relationship to previous, concurrent, and future programs; and details that reveal the purpose and significance of the requirement. (i)

Provide a well-written brief discussion of the various aspects of the technical problem requiring solution to set the stage for preparation of a technical proposal. Include statements on the importance of the new work, along with techniques that have been tried and found effective. (ii)

Objectives (b)

Describe the expected results to be obtained and how the end product(s) will be used.

Scope of Work (c)

Delineate the specific tasks to be performed and describe the required actions of the servicing agency and all the required deliverables.

Technical and Other Special Qualifications (d)

To the extent the desired type and level of technical expertise is known, specify the labor categories and the special expertise that is required to perform the proposed effort. If applicable, specify whether site access or unescorted site access will be required and provide instructions on acquisition of the site access authorization.

Level of Effort (e)

In estimated staff years, specify the estimated level of effort for the project. To assist the other Federal agency in preparation of its proposal and to facilitate NRC's later evaluation of the proposal, break down, by staff hours, the level of effort for each task.

Developing the Statement of Work (SOW) (B) (continued)

Period of Performance (f)

Write the period of performance in days, months, and years. Do not write actual dates unless the beginning or end date is identified as a specific date. Normally, the period of performance should not exceed 5 years. The Federal Acquisition Regulation (FAR), Part 17.204; however, states that the 5-year limitation does not apply to the acquisition of information technology (IT).

Meetings and Travel (g)

Identify the travel necessary for the performance of the work. Specify the purpose of each meeting or trip, the number of people necessary, and the estimated length of time and whether the travel cost is actual, in accordance with the Federal Travel Regulations, or reasonable cost as approved by the project manager. Provide specific dates for meetings or trips and location of trip, if known.

NRC-Furnished Material (h)

Identify specific reports, journals, documents, equipment, or other items that NRC will provide to the servicing agency. Identify the date this material will be provided, if known.

Considerations for Developing Systems (i)

After consultation with the Office of the Chief Information Officer (OCIO), include specific language addressing computer security and quality assurance if software or hardware systems development is contemplated under a servicing agency's work project (see NRC Management Directive (MD) 12.5, "NRC Automated Information Systems Security Program"). In addition, include language stipulating that the servicing agency must notify the NRC sponsoring office in writing when capital equipment or IT equipment is to be purchased.

Acquired Material, Equipment or Software (j)

Include a provision requiring the servicing agency to inform NRC when use of NRC funds (at a cost of $50,000 or more) is anticipated for acquisition of any capital or IT equipment or software.

Developing the Statement of Work (SOW) (B) (continued)

Schedule and/or Milestones for Deliverables (k)

Itemize deliverables and specify the due dates for the schedule or milestone of each. Also specify the due dates for schedules or milestones of NRC-required actions. (i)

At a minimum, include due dates of status reports and a final report in the list of project deliverables. (ii)

Justification for Acquiring the Services of Another Federal Agency or Its Contractor (C)

The requiring NRC office must document the basis for entering into an agreement with another Federal agency or its contractor regardless of the statutory authority cited (e.g., Economy Act, Energy Reorganization Act of 1974, as amended, or the Information Technology Management Reform Act of 1996 (also known as the Clinger/Cohen Act). (1)

The justification shall state—(2)

> *Use of the interagency acquisition is in the Government's best interest and the supplies or services required cannot be obtained as conveniently or economically by contracting directly with a private commercial source.*

If the servicing agency intends to use a contractor to perform part of the effort, address at least one of the following circumstances: (3)

- The acquisition will appropriately be made under an existing contract of the servicing agency. The contract was entered into to meet the requirements of the servicing agency before the order was placed for the same or similar supplies or services. (a)
- The servicing agency has capabilities or expertise to enter into a contract for the supplies or services that are not available within the acquiring agency. (b)
- The servicing agency is specifically authorized by law or regulation to purchase the supplies or services on behalf of other agencies. (c)

Independent Government Cost Estimate (IGCE) (D)

The requiring office develops an IGCE when work to be placed with another servicing agency is expected to have an estimated annual cost in excess of $250,000 or in the case of a multi-year project or task order the estimated cost is expected to be in excess of $500,000 over its life (see Exhibit 2).

Conflict of Interest (COI) (E)

A COI may exist if a servicing agency has the potential to give biased results to the NRC or if its contractor can obtain an economic advantage from the information acquired. For example, a COI would exist if the same contractor developing the requirements or acceptance test was to then service the system development effort. (1)

In its proposal to the NRC, the servicing agency provides information regarding all ongoing or proposed work in the same technical area as the project SOW so that NRC can determine whether an actual COI or a potential for a COI exists. Such information describing the work, the dollar amount, and the purpose of the work extends to any contractor. (2)

NRC's ultimate determination that a COI exists will be made with common sense and good business judgment on the basis of relevant facts. It is difficult to identify and prescribe in advance a specific method for avoiding all of the various situations or relationships that involve the potential for a COI. NRC staff must pay particular attention to projects that call for the rendering of advice, consultation, evaluation, or similar activities that lay the groundwork for NRC decisions on regulatory activities. (3)

The PM and other involved NRC staff must attempt to elicit all available information that may identify a potential COI situation before and after placing work with a servicing agency. In addition to information contained in the proposal, the PM can be alerted to a potential COI by a variety of sources, which include the principal investigator and the NRC staff working in the same technical area or on the same design. Also, information conveyed at symposiums and professional society meetings or in the review of trade journals may alert the PM to a potential COI. (4)

Conflict of Interest (COI) (E) (continued)

When a situation exists that poses the potential for a COI, the PM will notify his or her management and the Director, Division of Contracts and Property Management (DCPM), Office of Administration. The Director, DCPM, will arrange a meeting or a series of meetings with all necessary parties to decide if the issue represents a real COI and, if so, what steps need to be taken to eliminate or mitigate the COI. Generally, representatives from DCPM, the involved program office, and NRC's Office of the General Counsel, will participate in the decision making process. (5)

Actions that can be taken to mitigate or eliminate a COI include—(6)

- Requesting the servicing agency to transfer the work that is creating a COI to another servicing agency (a)
- Requesting the servicing agency to forego the work that is creating the conflict (b)
- Transferring the NRC project, in whole or in part, to another capable source (c)
- Stopping work until the situation is resolved, if the severity of the issue warrants (d)

Method of Acquiring Information Technology (IT) Resources (F)

When it has been determined that IT resources are required for the effort, in conjunction with OCIO and DCPM, the PM shall determine whether it is in the NRC's best interest to acquire the IT resources or have the servicing agency acquire the resources. The servicing agency should be provided the standards and architecture documents identifying the environment in which the IT resources will be required to operate (see MD 2.1, "Information Technology Architecture"). (1)

When it is in the NRC's best interest to supply the IT resources to the servicing agency as Government-furnished property, the resources may be available at NRC, obtained through OCIO, or acquired from the commercial sector. If acquired from the commercial sector, NRC Form 400, "Request for Procurement Action (RFPA)," or NRC Form 30, "Request for Administrative Services," if appropriate, will be developed by the requiring office and sent to DCPM to initiate the procurement action. The RFPA should specify the IT resources to be

Method of Acquiring Information Technology (IT) Resources (F) (continued)

acquired that are in support of an existing interagency agreement and cite the agreement number and point of contact. (2)

Circumstances may indicate that it is in the NRC's best interest to have the servicing agency procure the IT resources. When the use of another Federal agency's procurement staff is contemplated, the requiring office shall obtain the approval of the Director, DCPM. (3)

Required reviews and approvals for the acquisition of IT resources may be found in MDs 2.1, "Information Technology Architecture," 2.2, "Capital Planning and Investment Control," and 2.4, "Acquisition of Information Technology Resources." (4)

Review of SOW and Justification (G)

The Director, DCPM, or designee, reviews projects to be performed by another agency with an average annual estimated cost of $1 million or more. (1)

He or she reviews the adequacy of the SOW, the justification to place work with another agency, and the IGCE. (2)

Within 3 working days of receipt, the Director, DCPM, reviews the package to determine if—(3)

- A sound basis exists to place the project with another agency rather than competing the project among private sector organizations. (a)
- The project SOW adequately articulates the project objectives and requirements. (b)
- The estimated project cost that will be used as a basis for comparison for proposed evaluation and negotiation is properly formed. (c)

The Director's written approval allows the requiring office to proceed with the project by requesting a proposal from the other agency and negotiating and awarding the project. Disapproval of the project contains specific steps that the requiring office may take to remedy deficiencies. Once the remedial steps have been taken by the office, the Director, DCPM, will approve project continuation in writing. (4)

Review of SOW and Justification (G) (continued)

Once a project has been concurred in, modifications do not require a second concurrence unless the cost of the modification itself exceeds $1 million annually. (5)

If the Director, DCPM, does not concur, he or she schedules a meeting with the program office to discuss and resolve issues. (6)

Special Considerations (H)

Using the Servicing Agency's Contractor (1)

It is permissible to use the servicing agency's contractor to perform work under an interagency agreement if the requiring office ensures that the servicing agency avoids "pass-through" actions. Pass-through actions are projects and/or individual task orders for which the contractor performs the majority of the effort and the servicing organization acts as an overseer or a mere conduit for contract administration and does not contribute significantly to the technical results. (a)

The servicing agency has technical responsibility for directing the contract effort and integrating all contract deliverables into the work product. (b)

The servicing agency shall include cost details (level of effort; direct labor cost; travel costs, materials, equipment, indirect rates and other direct costs for all contractors) when contract costs are estimated to exceed 25 percent of the project value. (c)

Required Federal Sources and Use of Another Federal Agency's Forms (2)

Acquiring Goods and Services From a Required Federal Source (a)

Examples of acquisition of goods and services from a required Federal source include printing services from GPO, services provided by the Department of Treasury for access to its Government Online Accounting Links System, and participation in the Office of Personnel Management's FINANCENET computer program. In these cases, the NRC typically orders from a well-defined program in which the servicing agency has established the prices for services. NRC does not negotiate the price of the service. The NRC requiring office does not develop a justification, a SOW, an IGCE, or a request for proposal. The

Special Considerations (H) (continued)

Required Federal Sources and Use of Another Federal Agency's Forms (2) (continued)

only documentation required before award is a brief description of the terms or services required and a written certification of funds. However, the completed agreement package also should include items of services, a unique identifying number, amount of the agreement, period of performance, statutory authority, signatories, and pertinent accounting data.

Using Another Agency's Forms (b)

When required Federal source uses its forms to transact the acquisition of the service, the NRC may accept the other agency's terms and conditions and attach any additional information to meet the requirements of this handbook. (i)

When acquiring routine services such as off-the-shelf training, the NRC will use the servicing agency's forms, if required. However, before accepting the servicing agency's terms and conditions, the NRC requiring office should ensure that there is no conflict with the NRC's normal terms and conditions. (ii)

When a conflict arises, the requiring NRC office should contact DCPM for assistance. The Office of the Chief Financial Officer (OCFO) should be contacted to resolve any issues related to funds management. When the servicing agency selected to perform NRC's project for routine services is not a required source and the servicing agency's forms are used, NRC must provide—(iii)

- Justification to place the interagency agreement with the servicing agency (*a*)
- An SOW, which may be a brief, adequate description of the service sought (*b*)
- An IGCE if the work is estimated to exceed $250,000 or in the case of multi-year project when the work is estimated to exceed $500,000 (*c*)
- A request for proposal (*d*)
- A negotiation summary, which may be brief as long as it details the agreements reached by the agencies (*e*)

Special Considerations (H) (continued)

Advance Payments for Interagency Agreements (3)

The NRC may be asked to make an advance payment to cover the servicing agency's anticipated expenses, or for the cost of acquired goods and services. An interagency agreement entered into by NRC may not provide for NRC making advance payments unless required by statute or the Federal entity providing the goods and services. NRC's policy is not to pay in advance of services rendered or goods provided for interagency agreements. The Director, Division of Accounting and Finance (DAF), OCFO, must approve in writing any proposed interagency agreement that provides for making advance payments. The interagency agreement shall include: (see Part VI of the handbook to MD 4.2, "Administrative Control of Funds," for further information on advance payments)—(a)

Adequate procedures for making the advance payments (i)

Submission of cost reports at least quarterly (ii)

A stipulation that a refund will be made to NRC promptly when the advance payments exceed the actual cost of goods and services later provided (iii)

Security (4)

It is necessary to complete NRC Form 187, "Contract Security and/or Classification Requirements" for work performed under an interagency agreement when the work requires access to classified or sensitive unclassified information. NRC Form 187, must be approved by the Director, Division of Facilities and Security, ADM, before classified or sensitive unclassified work is performed under an interagency agreement. (a)

For contracts/interagency agreements requiring unescorted access to any NRC Headquarters and/or Regional office, employees of other agencies will be subject to a background investigation or confirmation of an adequate existing investigation before this access is granted. (b)

In connection with the performance of work under this agreement, the NRC may furnish for servicing agency review, evaluation, or other use, certain trade secrets or confidential or privileged commercial or financial information determined by the NRC to be exempt from public inspection or disclosure. Guidance on the protection of proprietary information used in reports prepared by the servicing agency and

Special Considerations (H) (continued)

Security (4) (continued)

examples of proper marking of cover, title page, and back cover are contained in MD 12.6, "NRC Sensitive Unclassified Information Security Program." (c)

Proprietary or other privileged information provided by the NRC to another agency will be protected from disclosure and will be returned to the NRC upon completion of the work. Any such claimed proprietary data will be appropriately identified and marked as such. The use of proprietary information in reports prepared by another agency requires the protection specified in MD 12.6. (d)

Task Order Agreements (5)

A task order agreement is a type of contract "arrangement" that is useful and necessary when only the general requirement or overall project objective may be known and the details of the specific tasks under the requirement may not be known until a later date. The specific tasks, generally, will be of a similar and/or recurring nature.

Prescription for Use (a)

When these circumstances exist, a task order agreement may be used to broadly describe the basic agreement, the project, the overall project objective, the type of services required, a project term period, applicable terms and conditions, and procedures for placement of individual task orders. Then, as the need for each task becomes known and can be better defined, it is negotiated and issued as a separate task order under the basic agreement. NRC does not obligate funds under a basic task order agreement unless a minimum quantity is required. (i)

Since task order agreements are more administratively burdensome than a regular agreement, every effort shall be made to ensure that they are used only when appropriate. (ii)

Procedures (b)

The Basic Task Order Agreement (i)

The same procedures for placement of an interagency agreement apply to the basic task order agreement, except that an IGCE and spending plan are not required for this agreement. The RFP should provide an estimate of the overall level of effort (staff years) and the labor type(s)

Special Considerations (H) (continued)

Task Order Agreements (5) (continued)

required of the servicing agency. The technical requirements in the SOW and estimated level of effort for the basic task order agreement is based on what is known at the time the proposal is requested and broadly describes the work that may be required. (See Exhibit 7 for the proposal format to establish a basic task order agreement.) The funding for task orders is provided on NRC Form 662.

Individual Task Orders (ii)

Once the basic task order agreement is in place, the individual task orders may be issued. A task order SOW is developed and should include a complete description of the work required, the estimated level of effort, the reporting requirements, the task order period of performance, travel and meetings, the delivery schedule, and any special requirement(s) that may pertain to the task order. In addition, each task order expected to have an estimated annual cost in excess of $250,000 requires an IGCE. In the case of a multi-year task order, an IGCE is required when the cost is estimated to exceed $500,000. (*a*)

As a minimum, the proposal should provide the technical and cost information shown in Exhibit 7. A spending plan also is required for individual task orders that exceed 6 months. (*b*)

The PM will evaluate the task order proposal; negotiate terms, conditions, and costs; and document negotiation results. In cases for which DCPM is responsible for awarding the interagency agreement (IA), the contracting officer (CO) is responsible for negotiating terms, conditions, and costs and for documenting negotiation results. Following discussions, the NRC office or the CO will prepare a summary of negotiations (see Exhibit 9) (*c*)

Each task order assignment is an obligation to perform the work for the agreed upon amount of the order. The task order must contain sufficient detail in the statement of work to accomplish the work ordered and indicate specific goods and services required (see FAR, Part 16.505) (*d*)

Special Considerations (H) (continued)

Governmentwide Acquisition Contract and Multiple Award Contract (6)

The Governmentwide acquisition contract (GWAC) and the multiple award contract (MAC) are two other vehicles for NRC to use to acquire goods and services. Both types of contracts offer the NRC flexibility in procuring goods and services. The statutory authority for using these contractual vehicles is either the Information Technology Management Reform Act (also known as the Clinger/Cohen Act) or the Economy Act. Ordering can be done on both a centralized and decentralized basis. Whichever process is identified in the contract is the process that must be followed for placing orders. (a)

There are two cases in which the decentralized ordering process may be used. Decentralized ordering occurs when the NRC obligates funds directly against a contract. Centralized ordering occurs when the NRC transfers funds to another agency, who, in turn, obligates funds against a contract. The first is when the NRC may use an NRC or a standard form to obligate funds for the acquisition of goods or services. In this case, the NRC contracting officer or the office with delegated authority obligates the funds in accordance with the contract terms and conditions. Depending on the commodity being acquired certain documentation is required. (b)

- For services, an SOW (preferably performance based), an acceptance test plan (which serves as the basis for payment), and evaluation criteria as stated in the contract is required. An acceptance test plan states the actions to be taken to ensure that the contractor meets the SOW and project functionality requirements. The plan states the parameters to be used to measure and ascertain that contract deliverables are satisfactory and meet project requirements. Preparation of an IGCE also will be required if the item exceeds the IGCE threshold and is for services. (i)

- For supplies, identification of the required supplies and part numbers is required. No IGCE is required for supplies because the not-to-exceed price being paid is already preestablished in the host contract. (ii)

The second case in which the decentralized ordering process may be used is after an initial interagency agreement is executed. This case requires the same documentation as the first case. (c)

Special Considerations (H) (continued)

Governmentwide Acquisition Contract and Multiple Award Contract (6) (continued)

The centralized process allows another agency to obligate NRC funds. Coordination between the Office of the Chief Financial Officer and DCPM is required before entering into an interagency agreement in which another agency obligates funds for the NRC. Once agreement on the administrative procedures has been reached, then the requiring office will write and execute the interagency agreement. (d)

Unsolicited Proposals (7)

Unsolicited proposals are written proposals initiated by the offeror for the purpose of obtaining a contract or agreement with the NRC to support the agency's mission. As such, these proposals are not written in response to an NRC formal or informal request. Also, the initiator of the proposal writes the statement of work. (a)

All unsolicited proposals are to be submitted to the Director, DCPM, who will coordinate the evaluation of unsolicited proposals and will formally acknowledge receipt of the proposal to the offeror. DCPM will ensure the protection of any proprietary information contained in the unsolicited proposal. For a complete discussion of what constitutes an unsolicited proposal, the processing and evaluation of such proposals and restrictions or information contained in unsolicited proposals, see Part 9.5.2. of the handbook to MD 11.1, "NRC Acquisition of Supplies and Services." (b)

Unsolicited proposals that are accepted and are to be awarded by DCPM are forwarded to DCPM via NRC Form 400, "Request for Procurement Action." Those unsolicited proposals accepted for funding that are to be awarded by the technical offices shall follow the appropriate policies and procedures of this directive and handbook. (c)

Part III

Proposal Preparation and Submittal

Request for Proposal (RFP) (A)

Offices authorized to enter into their own agreements shall prepare the RFP for the office director's or designee's signature. Offices requiring the signature of the Director, Division of Contracts and Property Management (DCPM), on the agreement will assist DCPM with the preparation of the interagency agreement. (1)

The RFP contains the statement of work (SOW), proposal preparation instructions, reporting requirements, and standard terms and conditions. (2)

The RFP will indicate the due date for proposal submission and the mailing address, including the name, address, and NRC mail stop of the person who will receive the proposal. (3)

The NRC will send the RFP to the cognizant Federal agency. In response, the servicing agency will prepare a written technical and cost proposal and forward the proposal to the requiring office or to DCPM if it is awarding the agreement generally within 30 calendar days of receipt of the RFP. This response time and proposal detail may vary for an individual project as circumstances dictate (e.g., the size and complexity of the project). (4)

Proposal Format (B)

Proposal Narrative Content (1)

General (a)

The proposal includes a discussion of proposed personnel, travel, contracting or consultant effort, special equipment required, if appropriate, information technology (IT) resources needed, and conflict-of-interest information. It includes résumés for all personnel

Proposal Format (B) (continued)

Proposal Narrative Content (1) (continued)

identified in the proposal, including contractor and consultant staff. If appropriate, the narrative will include contractor information, including specific work to be performed, the estimated level of effort, proposed labor categories, and associated labor rates. If this information is not available at the time the proposal is submitted because the competitive contract award process is not completed, the servicing agency should provide the information to the NRC as soon as possible. (i)

The servicing agency will address the NRC's SOW and provide an approach and best estimate for accomplishing the work. It will describe the specific approach proposed and provide an indication of potential problem areas and proposed actions to be taken to resolve them. The servicing agency shall discuss any interpretations or assumptions regarding the NRC's SOW requirements. (ii)

Alternate Actions and/or Approaches (b)

The servicing agency may propose tasks, including additional meetings and/or travel, that were not identified in the NRC SOW, in addition to responding to the SOW. However, the servicing agency will provide a clear explanation of how the additional efforts benefit the objectives of the SOW, together with associated costs, in the narrative portion of the proposal.

NRC Schedule and Due Dates (c)

The proposal will address the SOW schedule for work. If the servicing agency is unable to comply with the schedule, it will provide the reason and proposed alternatives, if any. The requiring office may then decide whether it is appropriate to accommodate rescheduling or to place the effort elsewhere. Generally, the duration of the interagency agreement should not exceed 5 years.

Cost Information (d)

The proposal provides the cost information required for projects and for establishing a task order agreement (see Exhibit 6 of this handbook). A similar level of detail is required for individual task orders. This level of information enables the PM to compare the proposed costs with NRC's estimates for performance, as well as prepare the PM for discussions and/or negotiations.

Proposal Format (B) (continued)

Proposal Narrative Content (1) (continued)

Spending Plan (e)

The proposal will include a spending plan that projects the level of cost expenditure under a project or individual task order, placed under a task order agreement (see Exhibit 6 of this handbook). The spending plan and its updates in the status report will enable the NRC requiring office to track costs and technical progress against the projected spending and percentage of completion for the project or task order. Spending plans will reveal potential contractor funding or performance problems in sufficient time to implement needed corrections. (i)

The spending plan is required for all interagency agreements and individual task orders that exceed 6 months in duration. A spending plan is not required for the basic task order agreement. The spending plan cost information is updated and submitted in the status report when incurred costs (cumulative to date) vary by 20 percent or more from planned spending (cumulative to date). (ii)

Prior approval of the spending plan update is not required when circumstances indicate that planned spending needs to be adjusted and the adjustment will not result in exceeding total project estimated costs. The NRC expects that this will normally be the case. However, when circumstances indicate that planned spending would exceed the total approved cost estimate for the project, the servicing agency will send a written request for NRC approval to submit an updated spending plan before incurring the increase in costs. Of course, the agreement must be modified to obligate any increase of needed funds. After NRC written approval, the spending plan update will be included in a revised status report (see Exhibit 12) and in each succeeding status report until another variance is encountered. (iii)

Proposal Evaluation and Negotiation of Terms and Cost (C)

Proposal Evaluation (1)

The NRC PM evaluates the proposal and ensures that the results are documented and contained in the official project file. NRC Form 558A, a "Summary of Proposal Evaluation - Interagency Agreement," is used by offices to facilitate a thorough review of the proposal to prepare for discussion. The form focuses analysis on the proposed technical

Proposal Evaluation and Negotiation of Terms and Cost (C) (continued)

Proposal Evaluation (1) (continued)

approach and an understanding of the project objectives. It also provides specific cost and price items that can be addressed during discussions and negotiations. From this analysis, the PM develops specific technical, cost and price, and administrative process questions.

Discussions and Negotiations (2)

The objective of discussions and negotiations is to ensure that the PM and servicing agency reach a meeting of the minds regarding the work to be accomplished, the cost and price for the work, metrics, and administrative process being used. Negotiations can address any elements of cost and price. (a)

After negotiations, in instances for which there are no or only minor issues not involving cost and price, it is unnecessary to request a revised proposal. However, if cost and price issues are involved, the NRC requiring office will request that the servicing agency submit a revised proposal. (b)

Summary of Negotiations (3)

The PM completes a summary of negotiations that contains the salient aspects of the discussions held. The summary of negotiations may be completed either on NRC Form 555A or as a memorandum to file. The information contained in the summary of negotiations should provide as much detail as the office considers appropriate to support the actions taken, given the project's degree of complexity.

Part IV

Work Authorization

Once the servicing agency's proposal has been approved, NRC Form 662, "Award of an Interagency Agreement," will be issued to authorize the initiation of work. Currently, four signed originals of the agreement will be sent to the servicing agency under a transmittal letter. A sample transmittal letter appears as Exhibit 10. The letter should be addressed to the appropriate authorized manager at the servicing agency. The servicing agency will countersign the form and return three originals to the NRC administrative contact in the requiring office. The administrative contact ensures that one original is sent to the Division of Accounting and Finance, Office of the Chief Financial Officer, to designate obligation of funds in the agency's accounting system within 2 business days of receipt. No work shall be initiated unless adequate funds are committed and obligated.

Content of Interagency Agreement (A)

Required Data and Information (1)

An interagency agreement consists of—(a)

- A completed NRC Form 662, "Award of Interagency Agreement," with the interagency agreement number (i)
- The statement of work (SOW), either attached or incorporated by reference (ii)
- The proposal incorporated by reference (iii))

Each NRC office assigns a **unique identifying number** for each interagency agreement within that office. The number consists of the following three elements: (b)

- The first three digits will be the first three digits of the NRC office's acronym (i.e., RES-, NRR-, NMSS-) followed by a hyphen. (i)

Content of Interagency Agreement (A) (continued)

Required Data and Information (1) (continued)

- The next two digits will be the fiscal year in which the interagency agreement is awarded (i.e., 99, 00, 01) followed by a hyphen. (ii)
- The last three digits will be a unique number chosen by the NRC office. For example, RES-99-001, is a unique identifying number for an interagency agreement. This number is not the unique commitment number required for all documents entered into the agency accounting system. The agreement number remains unchanged throughout the life of the agreement. (iii)

The **period of performance**, including a start date and end date for the entire project, must be provided. Ordinarily, the period of performance will not exceed 5 years. (See Policy in Part VII of the handbook to NRC Management Directive (MD) 4.2, "Administrative Control of Funds."). (c)

The NRC should give an estimate of the **total funding** for the project broken into how the funds will be obligated on a yearly basis (i.e., FY 2001 $100K, FY 2002 $100K, etc.). (d)

The **statutory authority** for entering into an interagency agreement ordinarily is one of the following, which should be checked in the appropriate box on NRC Form 662. (e)

- Energy Reorganization Act of 1974, as amended - generally used for research type acquisitions (i)
- Economy Act of 1932 - generally used for acquisition of supplies and services other than from required sources stated in the Federal Acquisition Regulation (FAR), Part 8 (e.g., Federal Supply Schedules, acquisitions from Federal Prison Industries, or from the Blind or Seriously Disabled) (ii)
- Information Technology Management Reform Act of 1996 (also known as the Clinger/Cohen Act) - used for information technology (IT) acquisitions (iii)
- Other statutory authority, if applicable (iv)

Content of Interagency Agreement (A) (continued)

Required Data and Information (1) (continued)

Points of contact shall be listed for both agencies. The names of the technical contacts and administrative contacts must be provided, along with their addresses and appropriate telephone numbers, and email addresses. (f)

The appropriate agency funds **certifying official** must sign the NRC Form 662 certifying the availability of NRC funds. Included in this section are the appropriate accounting citations that include the amount of the funding, the Job Code number (JCN), the budget and reporting classification (B&R), the appropriation symbol, the budget object classification code (BOC), and the office commitment identifier number. (g)

Include type written names, titles and **signatures** of those persons tasked by their respective agencies with the responsibility of entering into an agreement with the other agency. A certification of funds availability must be done prior to the signature of the servicing agency. (h)

It should be determined how **equipment** and property purchases will be handled. If no equipment is to be purchased under the agreement it should be stated; or if the other agency retains the equipment at the end of the interagency agreement, that should also be stated. If the NRC wants to review a list of equipment for retention, the interagency agreement should state that the NRC reserves the right to review the equipment for possible retention. (i)

Any **restrictions to the agreement** must be included as an attachment to NRC Form 662. (j)

Standard Terms and Conditions (2)

Standard terms and conditions describe the duties and responsibilities of the parties during the life of the project. The standard terms and conditions are incorporated by reference on the NRC Form 662. (a)

The SOW for a project describes the technical work and performance requirements of the servicing agency. The standard terms and conditions for a project describe the administrative requirements for performance of a project. The terms and conditions represent the minimum provisions included in the agreement. The NRC and the servicing agency agree that the following terms and conditions apply to

Content of Interagency Agreement (A) (continued)

Standard Terms and Conditions (2) (continued)

this project unless otherwise stated. All work orders are issued with this understanding. Other terms and conditions may be added upon acceptance by both NRC and the servicing agency. (b)

Technical Direction (i)

The NRC project manager (PM), as named in the SOW, is responsible for ensuring that the services required under this project are delivered in accordance with the terms of the SOW. All technical direction instructions to the servicing agency must be issued through the PM. Technical direction includes interpreting technical specifications, providing needed details, and suggesting possible lines of inquiry. They must not constitute new work or affect overall project cost or period of performance. Technical direction must be confirmed in writing to the servicing agency. (*a*)

Technical direction may include approval of approaches, solutions, designs, or refinements; interpretation of specifications; or shifting of emphasis among work areas or tasks. It may not constitute new assignments of work and will not change the estimated project cost or change the scope or expressed terms, conditions, or specifications contained in the current SOW. (*b*)

Technical direction must be documented in writing and forwarded to the servicing agency, with a copy placed in the official NRC project file. (*c*)

Billing Requirements (ii)

The servicing agency will bill NRC for costs incurred in support of NRC projects by the JCN. For interagency agreements, the servicing agency shall either bill and collect from the NRC by an electronic transfer of funds through the U.S. Treasury on-ine payment and collection (OPAC) system or forward monthly to NRC an original and three copies of Standard Form 1081 in accordance with the Treasury Fiscal Requirements Manual, Bulletin No. 78-09. (*a*)

A voucher shall be sent to support the amount billed. The voucher shall identify the interagency agreement number, JCN and the B&R classification. The voucher must identify any billable activities as specified by 10 CFR Part 170. (*b*)

Content of Interagency Agreement (A) (continued)

Standard Terms and Conditions (2) (continued)

The SF 1081, voucher, and other required documentation shall be submitted to—(*c*)

U.S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
Division of Accounting and Finance
Washington, DC 20555-0001

Dissemination of Project Information (iii)

The servicing agency shall comply with the requirements of NRC MD 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series," and, if applicable, NRC MD 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects," regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this project.

Termination (iv)

Circumstances may arise in which either NRC or the servicing agency wishes to terminate performance of a project in whole or in part. The work may be terminated in whole or in part. (*a*)

If the servicing agency wishes to terminate the project, it shall advise the cognizant NRC signatory in writing. (*b*)

If NRC wishes to terminate the project, the cognizant contracting officer or office director or designee will advise the servicing agency and send a copy of the termination notice to the servicing agency in writing. (*c*)

Within 30 days after the effective date of the termination of the agreement or specific task under the agreement, the servicing agency shall submit a termination settlement proposal to the cognizant NRC signatory. In cases where additional time is required to compile all outstanding costs, such as contractor costs, the servicing agency shall provide a written notification to the NRC contracting officer or office director or designee that includes a proposed due date for the final settlement proposal. (*d*)

Content of Interagency Agreement (A) (continued)

Standard Terms and Conditions (2) (continued)

In the event of disagreement between the parties, the cognizant NRC contracting officer or office director or designee will make the final decision. (*e*)

The servicing agency shall not incur new obligations for the terminated portion of the project after the effective date and must cancel as many outstanding obligations as possible. The NRC will be accountable to the servicing agency for obligations properly incurred before termination. (*f*)

Key Personnel (v)

The individual(s) identified as key personnel on NRC Form 667, "Other Agency Project and Cost Proposal for NRC Work," are considered to be essential to the successful performance of the work. The servicing agency agrees that these key personnel shall not be removed from the project or replaced unless—(*a*)

- A key person, for whatever reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days. (*i*)
- A key person is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated. (*ii*)
- Under either situation above, the servicing agency agrees to immediately notify the NRC requiring office of its intent to make key personnel replacements. (*b*)
- The servicing agency will provide, in writing, a request for approval of personnel substitutions on a project. The request will include a detailed explanation of the circumstances necessitating the proposal substitution. The request also should include a complete résumé for the proposed substitute and any other information the requiring office requests to approve or disapprove the proposed substitution. The requiring office will evaluate the request and promptly notify the servicing agency, in writing, of its approval or disapproval. (*c*)
- The project may be terminated if the requiring office determines that—(*d*)

Content of Interagency Agreement (A) (continued)

Standard Terms and Conditions (2) (continued)

- Suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the project is not reasonably forthcoming. (*i*)
- The resultant reduction of effort or expertise would be so substantial as to impair the successful completion of the work. (*ii*)

Limitation of Funds (vi)

The NRC is not required to reimburse the servicing agency for costs incurred in excess of the total amount obligated by an appropriately executed NRC Form 662. The NRC office will formally notify the servicing agency of any projects that are intended to be phased out or terminated as soon as such intent is known, preferably at least 30 days before the proposed termination date. For work orders with fixed performance periods, the servicing agency should assume that the program will terminate on the last day of the period specified in the "Award of Interagency Agreement" unless notified otherwise. (a)

The servicing agency must notify the NRC if at any time it has reason to believe that the costs of the project will exceed the total amount authorized. In the absence of formal NRC instructions to continue or to terminate a work order, the servicing agency contracting officer, or his or her designee, will notify NRC by fax, or other suitable written means, when the accrued costs of any NRC work order approaches 75 percent of the authorized funding level for a project or task order. (b)

The notification should include the estimated date when the accrued costs will equal the authorized funds, and may, if appropriate, recommend or request the NRC action desired. If additional funds are necessary to complete the project, the servicing agency will identify and justify the amount requested. The notification should be sent to the requiring NRC office. (c)

After this notification, the requiring office will evaluate costs incurred against technical progress and, if necessary, will—(d)

- Increase funding authorization (i)
- Change the scope of the work (ii)

Content of Interagency Agreement (A) (continued)

Standard Terms and Conditions (2) (continued)

- Change the period of performance (iii)
- Terminate the project (iv)

The performance of work will be completed within the period stated in the most current authorization document. This could either be in the form of an amendment to NRC Form 662, or in a letter defining the task order. However, when the servicing agency anticipates that the work cannot be completed within the fixed time period, it will notify the office in writing. Notification should be given in sufficient time to allow a modification to NRC Form 662 to be issued. The modification will authorize an extension of the work period to the date necessary to complete the work. A modification, using NRC Form 662, will also be necessary for increases in funding. If the period of performance is not extended, NRC will notify the servicing agency via a modification to NRC Form 662 containing close-out instructions, including the reconciliation of any excess funds. (e)

Stop-Work Order (vii)

The requiring NRC office may, at any time, by written order to the servicing agency contracting officer, require the servicing agency to stop all or any part of the work called for by this work order. The stop-work order may be for a period of up to 90 days after the order is delivered to the servicing agency and for any further period to which the parties may agree. This type of order will be specifically identified as a "stop-work order," issued pursuant to this clause. (a)

Upon receipt of this order, the servicing agency will comply immediately with its terms. The servicing agency will take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. (b)

Within a period of 90 days after a stop-work order is delivered to the servicing agency or within any extension of that period to which the parties have agreed, the requiring office will either cancel the stop-work order or terminate the work covered by the order. (c)

If a stop-work order issued under this clause is canceled or the period of the stop-work order or any extension thereof expires, the servicing agency will resume work. An adjustment will be made in the delivery schedule or cost, or both, and the work order must be modified in writing accordingly. (d)

Content of Interagency Agreement (A) (continued)

Standard Terms and Conditions (2) (continued)

If a stop-work order is not canceled and the work covered by the order is terminated in accordance with the terms of this work order, costs resulting from the stop-work order will be allowed in arriving at the termination settlement. (e)

Part V

Administration of Interagency Agreements

Project Monitoring (A)

Project monitoring is designed to ensure that a project is performed in accordance with the requirements of the statement of work (SOW) and the technical approach stated in the servicing agency's approved proposal. It also will ensure that the work remains on schedule and within the agreed-upon cost. The NRC requiring office monitors work as it proceeds and conducts reviews of the contractor's actions to ensure they are in compliance with project requirements. A primary tool is the status report. (1)

Effective project monitoring includes the following on a timely basis: (2)

- Tracking costs against technical progress through a detailed review and analysis of the servicing agency's spending plan (a)
- Reviewing the status reports (b)
- Recognizing and resolving potential performance problems (c)
- Communicating with the servicing agency's project personnel (d)
- Documenting substantive conversations with the servicing agency and the actions taken to keep the project on schedule, within cost limitations, and in conformance with the SOW (e)
- Executing technical and administrative actions (i.e., voucher review, modifications, incremental funding, and deobligation of excess funds (f)

Review and Analysis of Status Reports (B)

Each SOW will require a periodic status report as an agreement and/or task order. Status reports are normally submitted on a monthly and/or quarterly basis. The format and content for these reports are explained in Exhibit 12 to this handbook. (1)

As agreed upon in the interagency agreement, the servicing agency will submit a status report that summarizes significant technical findings and results and the expenditure of NRC funds. The report addresses staff effort and other costs. Under each category, the report will include costs of the previous period, cumulative costs and uncosted obligations to date, and projections by period for the remainder of the NRC-obligated funds. The initial report will provide the established projections and subsequent reports will either indicate revised projections or indicate "no change in the expenditure projection." Two copies of each report will be submitted to the NRC Project Manager, his or her name, mail stop, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001. Generally, these reports are due on the 20th day of the month following the period reported. (2)

The status report should provide adequate information for the NRC requiring office to fully understand the technical progress of the project and to identify any potential problems that may impede progress or lead to undesirable results. (3)

The status report also should provide detailed cost information for the project. This information should show hours expended by labor category, direct labor cost, material and service costs, travel costs, equipment costs, contractor costs, other direct costs, overhead costs, and general and administrative expenses (indirect costs). The status report also should provide a total cost for each task. NRC project managers (PMs) need this information to monitor the progress and cost of a project. (4)

An updated spending plan will be submitted with the status report when incurred costs (cumulative to date) vary by 20 percent or more from planned spending (cumulative to date). By reviewing the costs incurred against the servicing agency's spending plan, the requiring office can determine if the rate of spending is on target each month or deviating from expected costs. (5)

The PM's review of the status report, should include—(6)

- Detail cost information (see B(2) of this part) (a)

Review and Analysis of Status Reports (B) (continued)

- Technical performance (b)
- Staffing levels by category (c)
- Changes in the servicing agency's project personnel (d)
- Project schedules (e)
- Acceptance of deliverables (f)
- Problems with the SOW (g)
- Reportable items identified in the agreement (h)

The PM should—(7)

- Discuss all inconsistencies and problems with the servicing agency. (a)
- Determine the impact of problems, such as increased costs, revised schedules, and failures in attaining technical objectives, and determine whether or not NRC can accept the result. (b)
- Ensure that delays on projects are minimized. When the servicing agency indicates either verbally or by a written notification (e.g., in the status reports) that the project is experiencing a delay, the requiring NRC office shall take prompt action to resolve all issues or, if appropriate, take action to terminate the project if the servicing agency has not made necessary efforts to resolve the issue(s) causing the delay. (c)
- Ensure that any required NRC action is taken expeditiously so as not to impede the agency's progress. (d)
- Determine if the impact of problems and/or any proposed solutions will require the agreement to be modified. (e)
- Document the nature and resolution of issues and problems and maintain this record in the office project file. (f)

Modifications to Projects (C)

Modifications range from administrative in nature (e.g., incremental funding actions, change in key personnel, no-cost extensions of the periods of performance) to the more complex technical changes or actions (e.g., amending the SOW to add additional work and terminating some or all of the work). (1)

Modifications involving the simpler administrative actions may be accomplished without requesting a new proposal since project cost is not affected. (2)

Modifications that affect project costs, on the other hand, require a new proposal. These modifications require the preparation of an NRC Form 662. (3)

Property Management Procedures (D)

General (1)

In the SOW for a proposed interagency agreement, the requiring NRC office identifies any property, including software, required for performance of the project. (a)

The proposal includes a description of the property required for project performance that has an estimated acquisition cost of $500 or more. The proposal also identifies the potential development of NRC-funded software during the project. NRC-funded software is software specifically developed for NRC and is generally the deliverable for the project (e.g., analytical code). (b)

The requiring office will review the list of property and NRC-funded software included with the servicing agency proposal to ensure that it is necessary for project performance. Any questions regarding the acquisition of property or the development of NRC-funded software must be addressed during negotiations. (c)

After work initiation, the servicing agency will submit a written request to the PM for approval to develop additional NRC-funded software or purchase additional property with an estimated acquisition cost of $500 or more. The PM will approve or disapprove, in writing, the acquisition or development of any additional items. (d)

When property is received by the NRC staff, the purchaser is responsible for promptly notifying their office property custodian so

Property Management Procedures (D) (continued)

General (1) (continued)

the property can be tagged. Documentation of the purchase (i.e., purchase order, package slip and/or receiving report) is required before an item can be tagged. The property custodian will forward the completed tagging package to DCPM for entry into the Property and Supply System. (For further information see Management Directive (MD) and handbook 13.1.). (e)

The servicing agency reports property with an acquisition cost of $500 or more in the status report in the month or quarter the property was acquired. The PM forwards a list of all property acquired to the NRC Division of Contracts and Property Management (DCPM), Office of Administration. The PM includes the following information for each item reported: (f)

- Item description or nomenclature (i)
- Manufacturer (ii)
- Model number (iii)
- Serial number (iv)
- Acquisition cost (v)
- Receipt date (vi)

The servicing agency also reports NRC-funded software with a useful life of 2 years or more and a development cost of $500 or more in the month the development of the software is completed. The PM will submit a copy of this report to the Applications Development Division (ADD), Office of the Chief Information Officer, and DCPM. (g)

The servicing agency provides the following information for each item of NRC-funded software, which the PM will verify: (h)

- Software name and functions (i)
- Development cost (ii)
- Computer language used (iii)
- System on which it will operate (iv)

Property Management Procedures (D) (continued)

General (1) (continued)

- Physical location of the software and/or the hardware system (v)
- Date the development of the software was completed (vi)
- Date of scheduled replacement or projected useful life (If none can be determined, use a date 5 years from the date the software became operational.) (vii)

Funds Control Responsibilities (E)

Responsibilities of Each NRC Office (1)

In accordance with MD 4.2, "Administrative Control of Funds," NRC offices are responsible for the internal records and controls in their organizational units. Thus, offices and their staff are responsible for adhering to funds availability ceilings in all actions related to the certification, commitment, or obligation of allocated funds. Further, offices are responsible for ensuring that allocated funds are committed, obligated, and expended for the purposes for which they were appropriated as reflected in the current allowances and financial plans. (a)

The Funds Certifying Official must certify the availability of funds on the interagency agreement, before the NRC official authorized to enter the agency into the agreement signs it. Requiring offices will work closely and coordinate procurement activities with the allowance financial management teams in their offices before making representations to outside organizations. This close coordination should ensure that commitments and obligations, including modifications, are processed in a timely and accurate manner before commencement or continuation of work. (b)

NRC offices must not authorize funds to be transferred between job codes after the end of the fiscal year without prior approval of the Director, Division of Planning, Budget, and Analysis, Office of the Chief Financial Officer (OCFO). (c)

Recording Commitments and Obligations (2)

The availability of funds must be certified on all interagency agreements before the NRC official authorized to enter the agency into the agreement signs it. The amount of funds specified in the initiating

Funds Control Responsibilities (E) (continued)

Recording Commitments and Obligations (2) (continued)

document represents the recorded commitment. Once the document has been completed with all required approvals, that amount is recorded as an obligation in the NRC accounting system. (a)

Required approvals, in addition to a certification of funds availability, include the administrative approval by an NRC office director, regional administrator, or contracting officer authorized to enter the NRC into an interagency agreement and the signature of a representative of the other agency authorized to accept the agreement. Offices that have not been delegated authority to enter into interagency agreements must request the Director, DCPM, to award the interagency agreement. (b)

After an authorized NRC official has signed the agreement, it is forwarded to the other agency for acceptance. The allowance holder funding the agreement, or the DCPM contracting officer who signed the agreement, is responsible for ensuring that a copy of the accepted interagency agreement is promptly forwarded to the Division of Accounting and Finance (DAF), Office of the Chief Financial Officer, to be recognized as an obligation in the NRC accounting system. Work will not begin before the funds are obligated for the project. (c)

Acceptance of Deliverables (3)

The PM will ensure that delivery schedules are met, that problems are addressed and solved expeditiously, and that the agreement stays within the estimated cost. The PM reviews, evaluates, and approves all deliverables for technical sufficiency and provide comments, as appropriate, in a timely manner.

Past-Performance Evaluation (4)

The Federal Acquisition Regulation (FAR), Part 42.15, requires that a final evaluation be prepared for contracts in excess of $100,000 and that interim (annual) reports be prepared for contracts exceeding 1 year in duration. PMs prepare these evaluation reports. These evaluation reports will be used to provide current information for source-selection purposes to NRC and other Federal agencies that request it. (a)

Careful evaluation of the servicing agency's performance after completion of the agreement is very important because it serves as a valuable guide in determining the agency's suitability for future work. The PM should prepare a concisely written report of the evaluation in

Funds Control Responsibilities (E) (continued)

Past-Performance Evaluation (4) (continued)

consultation with DCPM. The evaluation report should be kept on file in the requiring office. However, if DCPM executes the agreement, the report should be kept in DCPM for future reference to provide useful data for future source-selection activities. The report should address the servicing agency's—(b)

- Compliance with terms and conditions governing the quality of the end item or service (i)
- Success in meeting schedules (ii)
- Success in performing within costs (iii)
- Capability to perform the contract (iv)
- Ability to perform without direction or assistance from NRC (v)
- Recommendations for future solicitations (vi)

Official Project File (F)

The office issuing the interagency agreement will maintain the official project file for each interagency agreement. The issuing office is responsible for maintaining in chronological date order all documents, memoranda, references, accounting and billing information that are technical and administrative in nature from the point of initiation through a final closeout. The project manager maintains a separate technical file.

Project File Content (1)

The official file shall contain the original signed interagency agreement and modifications, project and office reviews, audit reports, and deliverables as specified in the interagency agreement, such as technical reports. (a)

The office with delegated authority shall maintain the official project file. Specific documents shall be maintained in the official file, if applicable to the interagency agreement. These include—(b)

User request and/or endorsement memorandum (i)

Determination of findings-Justification to place work with another agency—(ii)

Official Project File (F) (continued)

Project File Content (1) (continued)

- Statement of work (*a*)
- Independent Government cost estimates (If required) (*b*)
- Special administrative approvals (*c*)
- Information technology approvals (*d*)
- Security/classification requirements (*e*)
- Proposal (*f*)
- Summary of Negotiations (*g*)
- Award of an interagency agreement (Form 662) (*h*)
- Memorandum that document: meetings, telephone conversations, technical direction and guidance, changes to Statements of Work, schedule, cost estimates, trip reports, and meeting agenda (*i*)
- Correspondence (interagency and interoffice) (*j*)
- Status reports (*k*)
- Deliverables: such as technical reports (*l*)
- Program reviews (*m*)
- Billing information/vouchers (*n*)
- Agreement closeout (*o*)

Office Project File Disposition (2)

Within 90 days of completion of all closeout actions, the project manager will have the responsibility to forward the official project file to the NRC Records Management Branch, Information Management Division, OCIO, for disposition in accordance with NUREG-0910, Rev. 3, "NRC Comprehensive Records Disposition Schedule."

Part VI

Closing Out Interagency Agreements

Closing Out the Project (A)

The NRC office will begin action to close out a project upon expiration of the period of performance and receipt of all deliverables or upon termination of the interagency agreement. The closeout process begins with a statement on the servicing agency's performance of work; property disposition, if necessary; and identification of funds remaining in the agreement to either be deobligated or expended. NRC Form 662 will be used to deobligate excess funds and state the final disposition of property.

Work Completion (B)

The project manager—(1)

- Approves final acceptance of product or services. (a)
- Prepares a final written evaluation of the servicing agency's performance on the project. Include an evaluation of any contractor's performance where applicable. (b)
- Ensures that interim and final reports are submitted to the NRC's agencywide documents access and management systems (ADAMS, see Management Directive 3.50, "Document Management.") (c)
- Ensures that property requests are properly justified and approved and that accountability is maintained. (d)
- Notifies the servicing agency of an address to which to send any final bills. (e)

Work Completion (B) (continued)

The closeout of the interagency agreement is completed by timely cost reconciliation and deobligation of excess funds. The NRC requiring office develops a memorandum, to be signed by the appropriate office funds certifying official, requesting deobligation of any excess funds, if necessary. The memorandum is sent to the Division of Accounting and Finance, Office of the Chief Financial Officer, along with a copy of the countersigned closeout form (NRC Form 559A). In addition, the project manager will place a copy of the countersigned closeout form in the official file and archive the official file using NRC Form 35, "Records Transfer." (2)

Abbreviations

APP	Advance procurement plan
COI	Conflict of interest
DEDM	Deputy Executive Director for Management Services
GWAC	Government acquisition contract
IGCE	Independent Government cost estimate
IT	Information technology
MOU	Memorandum of understanding
OPAC	Online payment and collection
SOW	Statement of work

Exhibit 1
NRC Form 662, "Award of Interagency Agreement"

NRC FORM 662 (MM-YYYY) U.S. NUCLEAR REGULATORY COMMISSION

AWARD OF INTERAGENCY AGREEMENT

1. DATE OF ISSUE	2. AGREEMENT NUMBER	3. MOD NO.
4. AGENCY LOCATOR NO. 31000001	5. B & R NUMBER	6. JOB CODE
7. BOC	8. DOCUMENT IDENTIFICATION NUMBER	

9. ISSUED BY U.S. NUCLEAR REGULATORY COMMISSION	10. NAME AND ADDRESS OF SERVICING AGENCY
PROJECT MANAGER / OFFICE	
TELEPHONE NUMBER / FACSIMILE NUMBER	TELEPHONE NUMBER / FACSIMILE NUMBER
11. JOB CODE TITLE	12. AGREEMENT PERFORMANCE PERIOD BEGIN / END

13. OBLIGATION AVAILABILITY PROVIDED BY

A. THIS ACTION	$
B. TOTAL PLACED PRIOR TO THIS ACTION WITH THE PERFORMING ORGANIZATION UNDER THIS JOB CODE FOR THIS FISCAL YEAR	$
C. TOTAL ORDERS TO DATE FOR THIS JOB CODE FOR THIS FISCAL YEAR	$
D. TOTAL ORDERS TO DATE FOR THIS AGREEMENT	$

14. ATTACHMENTS

THE FOLLOWING ATTACHMENTS ARE MADE A PART OF THIS AGREEMENT

- ☐ STATEMENT OF WORK
- ☐ ADDITIONAL TERMS AND CONDITIONS
- ☐ OTHER *(Specify)* _____

15. SECURITY

- ☐ WORK ON THIS AGREEMENT INVOLVES CLASSIFIED INFORMATION
- ☐ WORK ON THIS AGREEMENT INVOLVES SENSITIVE UNCLASSIFIED INFORMATION
- ☐ WORK ON THIS AGREEMENT IS UNCLASSIFIED AND NOT SENSITIVE

16. FEE BILLABLE UNDER 10 CFR PART 170 ☐ YES ☐ NO

17. REMARKS

18. AUTHORITY TO ENTER INTO INTERAGENCY AGREEMENT *(Check only one)*

- ☐ ENERGY REORGANIZATION ACT OF 1974, AS AMENDED
- ☐ THE ECONOMY ACT OF 1932
- ☐ THE CLINGER-COHEN ACT OF 1996
- ☐ OTHER *(Specify)* _____

19. ADVANCE PAYMENT ☐ IS NOT AUTHORIZED ☐ IS AUTHORIZED (Requires approval by Director, DAF/OCFO)

20. ESTIMATED COST FOR FULL PERFORMANCE OF THIS AGREEMENT

FY	FY	FY	FY	FY	TOTAL
$	$	$	$	$	$

21. CERTIFICATION OF FUNDS

This certifies that funds in the amount cited in Block 13.A. are available in the current fiscal year allotment for work authorized by this agreement.

FUNDS CERTIFICATION OFFICIAL *(Typed Name)*	SIGNATURE	DATE

22. SIGNATURES

NRC ISSUING AUTHORITY *(Typed Name and Title)*	SIGNATURE	DATE
SERVICING AGENCY OFFICIAL/DESIGNEE *(Typed Name and Title)*	SIGNATURE	DATE

NRC FORM 662 (MM-YYYY) PRINTED ON RECYCLED PAPER This form was designed using InForms

Exhibit 1 (continued)

NRC CONTACTS:

TECHNCAL:

FULL NAME	ADDRESS
TELEPHONE NUMBER	

ADMINISTRATIVE:

FULL NAME	ADDRESS
TELEPHONE NUMBER	

OTHER AGENCY'S CONTACTS:

TECHNCAL:

FULL NAME	ADDRESS
TELEPHONE NUMBER	

ADMINISTRATIVE:

FULL NAME	ADDRESS
TELEPHONE NUMBER	

BILLING INFORMATION:

To receive reimbursement under this agreement, forward to NRC on a (check one):

☐ monthly ☐ quarterly ☐ other _____ basis, an original and three copies of Standard Form 1081 in accordance with the Treasury Fiscal Requirements Manual, Bulletin No. 78-09, or, if possible, bill monthly through the OPAC system. Send reimbursement requests to the following address:

Financial Operations Branch
Mail Stop: T-9 E2
Division of Accounting and Finance
Office of the Chief Financial Officer
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001

Any NRC funds remaining unexpended at the end of a fiscal year may be carried over into future fiscal years unless otherwise notified by NRC.

REPORTING REQUIREMENTS: Submit reports to the NRC in accordance with the statement of work. Submit financial status reports on a (check one):

☐ monthly ☐ quarterly ☐ other _____ basis. These reports shall contain a brief letter status report which summarizes the expenditure of NRC funds. This report shall address the following categories, as applicable: (1) staff effort; (2) travel; (3) equipment and supplies; and (4) subcontract costs. Each report shall include by category: (a) costs for the previous month; (b) cumulative costs and uncosted obligations to date; and (c) projections for the remainder of the NRC obligated funds. The first monthly report shall provide the initial projections, and subsequent reports shall either indicate revised projections or indicate "no change in the cost and uncosted expenditure projection."

Submit these reports to the NRC Technical Contact by the 20th day of the month following the reporting period.

TERMINATING THE AGREEMENT: This agreement may be unilaterally terminated by either party generally upon 30 days' written notice to the other party. NRC will pay its share of any project expenses up to the termination date. Any expenses incurred in terminating this agreement will be paid by the party terminating the agreement. Any unexpended funds shall be returned to the NRC.

Exhibit 2
Independent Government Cost Estimate (IGCE) For Interagency Agreements

NRC FORM 554B
(MM-YYYY)
NRCMD 11.8

U. S. NUCLEAR REGULATORY COMMISSION

**INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)
FOR INTERAGENCY AGREEMENTS**

1. PROJECT TITLE

2. PROJECT MANAGER	PERIOD OF PERFORMANCE	
	FROM	TO

DESCRIPTION OF COST ELEMENTS

1. DIRECT LABOR *(List Labor Categories)*	ESTIMATED HOURS	RATE PER HOUR ($)	ESTIMATED COST ($)	TOTAL ESTIMATED COST ($)
			TOTAL DIRECT LABOR	

2. OVERHEAD	RATE (%)	TOTAL LABOR ($)	ESTIMATED COSTS ($)	TOTAL ESTIMATED COST ($)

3. MATERIALS/SERVICES (Excluding Information Technology (IT))	ESTIMATED COSTS ($)	TOTAL ESTIMATED COST ($)

4. INFORMATION TECHNOLOGY SUPPORT	ESTIMATED COSTS ($)	TOTAL ESTIMATED COST ($)
TOTAL IT SUPPORT		

5. TRAVEL	ESTIMATED COSTS ($)	TOTAL ESTIMATED COST ($)

6. SUBCONTRACTOR(S)/CONSULTANT(S)	ESTIMATED COSTS ($)	TOTAL ESTIMATED COST ($)
TOTAL SUBCONTRACTOR(S)/CONSULTANT(S)		

7. OTHER DIRECT COSTS	ESTIMATED COSTS ($)	TOTAL ESTIMATED COST ($)

8.	TOTAL ESTIMATED COST	

TYPED NAME AND TITLE	SIGNATURE
OFFICE/DIVISION/BRANCH	DATE

NRC FORM 554B (MM-YYYY)

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Exhibit 2 (continued)

INSTRUCTIONS FOR COMPLETING NRC FORM 554B, INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE) FOR INTERAGENCY AGREEMENTS

Block 1. Direct Labor

Enter all proposed labor categories for the project, e.g., project director, senior analyst, scientist, clerical, etc., and the estimated hours for each related Tasks/Subtask. The estimated cost for each labor category equals the estimated hours, times the hourly rate for the labor category. Determine the estimated cost for each entry and place the sum in the column marked Estimated Cost. Total the Estimated Cost Column and place it in the Total Direct Labor row in the Total Estimated Cost column.

For a current progressive annual salary and hourly rates schedule for federal employees in the GG 12 through GG 15/SES range, refer to NRCMD and Handbook 10.41, "Pay Administration," Office of Personnel. Use this table in establishing contractor direct labor rates. For example, journeyman engineers would be in the GG 12 range, senior engineers would be in the GG 13/14 range and supervisory personnel would be in the GG 15/SES range.

Block 2. Overhead

Overhead percentages will vary with each organization. When preparing the cost estimate, use known commercial contractor rates if available from recent proposals, otherwise, use a combined rate of 120% of total direct labor as the amount for labor overhead and fringe benefits. This is an average based on contracts with the commercial sector. If the actual labor overhead and fringe benefit rates are known, they should be used instead. This information may be obtained from review of a current proposal from a commercial contractor on another project. Place the result of the direct labor times the overhead and fringe rates in the total estimated cost column.

Block 3. Materials/Services (Excluding Information Technology (IT)

List supplies, equipment, and services, such as printing, necessary to complete the project. (List all equipment and services related to IT support under Block 4, Information Technology.)

Block 4. Information Technology Support

List supplies, equipment, software services and support services necessary for performance of the project.

Block 5. Travel

Use an overall estimated cost for travel combining such elements as air fare, per diem, and local travel. It may be useful to arrive at an average cost per trip and multiply this cost by the number of estimated trips. Current per diem rates are found in NRCMD and Handbook 14.1, "Official Temporary Duty Travel," Office of the Chief Financial Officer.

Exhibit 2 (continued)

Block 6. Subcontractor(s)/Consultant(s)

List any items or services that might be subcontracted, if applicable. Drawing on past experience, you may deduce that a particular Task or Subtask may be subcontracted because of the highly specialized nature of the work or perhaps special equipment or facilities may be required that the prime contractor may not have. If consultants are likely to be utilized, itemize estimated costs for specific consultant services and place the sum in the total estimated cost column. A current range of consultant fees is $500 - $900 per day depending upon the level of expertise of the consultant.

Block 7. Other Direct Costs

Itemize any additional Other Direct Costs on a separate sheet. These costs may include items such as supplies, special test equipment, reproduction costs, telephone charges, etc. Enter the total in the total estimated cost column.

Block 8. Total Estimated Costs

Total the amounts in the total estimated cost column.

Exhibit 3
Fiscal Year
Advance Procurement Plan - Interagency Agreement

NRC FORM 556A
(MM-YYYY)
NRCMD 11.8

U.S. NUCLEAR REGULATORY COMMISSION

FISCAL YEAR
ADVANCE PROCUREMENT PLAN
INTERAGENCY AGREEMENT

OFFICE	DIVISION/BRANCH	JOB CODE

PROJECT TITLE

PERFORMING ORGANIZATION

NRC PROJECT MANAGER	TELEPHONE

START DATE *(CHECK AS APPROPRIATE AND COMPLETE DATE)*		ESTIMATED DURATION *(NEW)*	EXPIRATION DATE *(NEW AND ONGOING)*
☐ ESTIMATED (NEW) ☐ ACTUAL (ONGOING)	DATE (MM/DD/YYYY)	(MM/YYYY - MM/YYYY)	(MM/DD/YYYY)

ESTIMATED COST EACH FISCAL YEAR	FUNDING PREVIOUSLY PROVIDED *(If applicable)*
1ST FISCAL YEAR	
2ND FISCAL YEAR	
3RD FISCAL YEAR	

PROJECT DESCRIPTION AND OBJECTIVES
(50 words or less — The statement of work or descriptive summary may be noted and attached, if already developed.)

NRC FORM 556A (MM-YYYY) FOR OPTIONAL USE This form was designed using InForms

Exhibit 4
Determination and Findings (D&F) for Entering Into an Agreement with Another Federal Agency

I. **Section 1:** The determinations and findings (D&F) must state the following and include supporting rationale:

(1) Use of an interagency acquisition is in the best interest of the Government because; and

(2) The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source.

II. **Section 2:** If the order requires contracting action by the servicing agency, the D&F shall also include a statement that at least one of the following circumstances is applicable:

- ☐ (1) The acquisition will appropriately be made under an existing contract of the servicing agency, or entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;
- ☐ (2) The servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or
- ☐ (3) The servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.

III. **Authority:**

- ☐ Energy Reorganization Act of 1974, as amended
- ☐ The Economy Act of 1932
- ☐ The Clinger/Cohen Act of 1996
- ☐ Other (Specify) _____

_____
Signature of Contracting Officer/Awarding Official

_____
Date

Exhibit 5
Contract Security and/or Classification Requirements

NRC FORM 187
(MM-YYYY)
NRCMD 11.8
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE OR OTHER AGENCY PROJECTS (Prime contract number must be shown for all subcontracts.)

B. PROJECTED START DATE

C. PROJECTED COMPLETION DATE

2. TYPE OF SUBMISSION
- ☐ A. ORIGINAL
- ☐ B. REVISED (Supersedes all previous submissions)
- ☐ C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY	B. CONTRACT NUMBER	C. JOB CODE	D. DATE
☐			

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

5. PERFORMANCE WILL REQUIRE
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION
☐ YES (If "YES," answer 1-7 below)
☐ NO (If "NO," proceed to 5.C.)

	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	☐	☐	☐	☐	☐
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	☐	☐	☐	☐	☐
3. GENERATION OF CLASSIFIED MATTER.	☐	☐	☐	☐	☐
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	☐	☐	☐	☐	☐
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	☐	☐	☐	☐	☐
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	☐	☐	☐	☐	☐
7. OTHER (Specify)	☐	☐	☐	☐	☐

B. IS FACILITY CLEARANCE REQUIRED? ☐ YES ☐ NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ☐ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS OR DATA.

F. ☐ UNESCORTED ACCESS TO NRC HEADQUARTERS OR REGIONAL BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

NRC FORM 187 (MM-YYYY) PRINTED ON RECYCLED PAPER This form was designed using InForms

Exhibit 5 (continued)

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE	SIGNATURE	DATE

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE – IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR/SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

☐ AUTHORIZED CLASSIFIER (Name and Title) ☐ DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 *Check appropriate box(es)*

☐ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☐ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☐ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☐ CONTRACTOR (Item 1)

☐ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10.B. AND 10.C. BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10.B. AND 10.C. BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE interagency agreements executed by program offices)	SIGNATURE	DATE

REMARKS

Exhibit 5 (continued)

INSTRUCTIONS FOR COMPLETING NRC FORM 187

NRC Form 187, "Contract Security and/or Classification Requirements," including attachments and supplements, furnishes the basis for providing security and classification requirements to contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to classified information or matter, for unescorted access to nuclear power plants, access to Unclassified Safeguards Information, access to sensitive IT systems or data and/or access to NRC Headquarters buildings.

WHO USES NRC FORM 187: All organizations which have or may have an NRC contractual relationship of the nature set forth above.

WHEN TO USE: Responsibility for initiation of NRC Form 187 rests with the office or division sponsoring a contract, project, or consultant, or requesting that such work be conducted (e.g., at another Federal agency).

Early preparation and submission of this form will help assure that all necessary classification and security actions are completed prior to contract award. Experience has shown that incomplete information or untimely submission delays both the security and contractual process.

WHERE TO SEND: Send two (2) copies of this form to the NRC Division of Contracts and Property Management (DCPM) with the Request for Procurement Action (NRC Form 400), when the interest does not involve a DOE or other agency security interest or consultant obtained through the Office of Human Resources. If the interest involves another agency and does not require action by DCPM, forward one (1) copy of the form directly to the Division of Facilities and Security.

PREPARATION: Items are keyed to the numbered items on NRC Form 187.

1. Identify contractor, contract number, JOB CODE, or other identifying number(s).
2. Check either 2.A, B, or C as appropriate.
3. If NRC Form 187 is not for a follow-on contract, check block "Does Not Apply." If it is for a follow-on contract, enter preceding contract identification number from which this contract evolves and its actual or anticipated completion date.
4. Include project title and a brief unclassified statement setting forth sufficient information to identify the nature of the project.

5.A. Check the appropriate box in each column with the highest level of classified matter under National Security Information and Restricted Data, to which access is required. Check "NA" for any items which are not applicable. Completion of this section should be coordinated with the sponsoring Office Authorized Classifier as well as the Project Manager to assure complete and accurate information.

5.B. Indicate if a contractor must access, store or handle classified information at contractor facility.

5.C. Indicate if unescorted access is required to protected and vital areas of nuclear power plants.

5.D. Indicate if access is required to Unclassified Safeguards Information.

5.E. Indicate if access is required to sensitive IT systems or data.

5.F. Indicate if unescorted access is required to NRC Headquarters building.

6. Contractors listed in item 1 will submit proposed releases to DCPM for approval prior to release. Subcontractors shall be instructed to submit proposed releases through the prime contractor listed in item 1 to DCPM.
7. If 5.A. is yes, indicate the nature of classification guidance/identification of classification guides.

   When the block "Classification Guidance" is used, identify the areas of classified information involved and, in particular, provide adequate unclassified narrative comment to describe specific items of information within these areas which may require classification guidance.
8. Furnish name and title of position of authorized classifier if Division of Facilities and Security is not checked.
9. DCPM will ensure distribution of this document to all responsible organizations when completed.

9.A. After approval, the sponsoring office will assure distribution of this document for interagency agreements.

10. (Not applicable to interagency agreements executed by the program offices) The sponsoring office should obtain the signatures required in Boxes 10.A. and 10.B. before submitting it to DCPM.

Additional comments relating to any of the items may be included under "Remarks," to assure that reviewers evaluate the information properly.

NRC FORM 187 (9/94-YYYY) This form was designed using InForms PRINTED ON RECYCLED PAPER

Exhibit 6(a)
Letter Requesting Another Agency's Proposal

Letter Requesting Another Agency's Proposal

(Date)

Name
Servicing Agency
_____
_____

SUBJECT: _____(NRC Agreement Title)_____

Agreement No. _____ Job Code _____

Dear _____:

We request a proposal for performance for the attached statement of work (SOW) under Job Code _____ for the Nuclear Regulatory Commission, Office _____. The enclosed SOW details the required work and should be used as the basis for proposal preparation.

Cost Proposal

Use NRC Form 667, "Other Agency Project and Cost Proposal for NRC Work," for cost proposals for basic work orders. The form includes instructions for completion.

Also submit a spending plan as part of your cost proposal. Guidance for completion of the plan is contained in the instructions portion of the NRC Form 667.

Technical Proposal Content

As a minimum, the technical proposal must contain the following:

- A discussion to substantiate the servicing organization's understanding of the scope of work
- A discussion of the servicing organization's technical approach to meet the project's objection
- A discussion of the experience and capabilities of key personnel and the servicing agency in performing similar work
- Identification of key personnel and the number of staff hours that will be committed to complete work (Re'sume's for key personnel must be included.)
- Identification of administrative support personnel and/or facilities needed to assist professional personnel in completing the work

Exhibit 6(a) (continued)

- A discussion of any potential organizational conflict-of-interest issues
- A discussion of any problem areas or deviations from the NRC's SOW

A proposal must be submitted within 30 calendar days from receipt of this request for proposal (RFP).

The RFP is not an authorization to start work.

(Include when appropriate)

Work under this project (is anticipated to be unclassified), (will require access to and/or the origination of classified information on the enclosed NRC Form 187), or (will require access to and/or the origination of sensitive unclassified information).

(Include when appropriate)

Performance of work under the SOW is urgently required in support of (brief description of the activity) and, in accordance with NRC Management Directive ____, Part ____, expedited handling by the servicing organization is hereby requested. The proposal should be faxed to NRC no later than (month, day, year). Please advise me by telephone as soon as possible if there is any difficulty in meeting this due date.

The original proposal and ____ copies should be sent to the U.S. Nuclear Regulatory Commission, Attn: _____, Office of _____, Division of _____, Mail Stop_____, Washington, DC 20555-0001.

Questions concerning this request should be addressed to _____, at (area code) + (telephone number) _____. Thank you for your assistance in this matter.

Sincerely,

_____, Director
Division of _____
Office of _____

Enclosures:
1. Statement of Work
2. NRC Form ____ with Instructions
3. NRC Form 187 *(if appropriate)*

cc w/encls:

CONCURRENCES ON LETTER: (As required by office policy)

Exhibit 6(b)
Letter Requesting a Revised Agency Proposal (Optional)

Letter Requesting a Revised Agency Proposal (Optional)

(Date)

Name
Servicing Agency
_____
_____

SUBJECT: _____(NRC Agreement Title)_____

Agreement No. _____ Job Code _____

Dear _____:

We request a revised proposal from the (servicing agency) for performance of the attached statement of work (SOW) under Job Code _____ for the Nuclear Regulatory Commission.

Negotiation of project's cost, terms, and conditions between the NRC, and the (servicing agency) concluded on _____.

The revised technical and cost proposal shall reflect the agreements reached by the parties.

The servicing agency shall use NRC Form 667, "Servicing Agency Project and Cost Proposal for NRC Work," for its cost proposal. The cost proposal shall reflect any change to the spending plan as a result of negotiations.

The revised proposal must be submitted within 30 calendar days from receipt of the request for a revised proposal.

The request for a revised proposal is not an authorization to start work.

The proposal should be sent in an original and _____ copies to the U.S. Nuclear Regulatory Commission, Attn: _____, Office of _____, Division of _____, Mail Stop _____.

Questions concerning this request should be addressed to _____, at (area code) + (telephone number) _____. Thank you for your assistance in this matter.

Sincerely,

_____, Director
Division of _____
Office of _____

Enclosure: Statement of Work (NRC Form ___
with Instructions)

cc w/encl:

CONCURRENCES ON LETTER: (As required by office policy)

Exhibit 7
Servicing Agency Project and Cost Proposal For NRC Work

NRC FORM 667 (Part 1) (MM-YYYY) NRCMD 11.8

U.S. NUCLEAR REGULATORY COMMISSION

SERVICING AGENCY PROJECT AND COST PROPOSAL FOR NRC WORK

DATE PROPOSAL SENT	
	NEW / FY
PROJECT TITLE	REVISION / NUMBER
NRC OFFICE	JOB CODE
OTHER AGENCY	NRC B&R NUMBER
SITE	NRC BOC
	CONTRACTOR ACCOUNT NUMBER

COGNIZANT PERSONNEL	ORGANIZATION	TELEPHONE NUMBER
NRC PROJECT MANAGER		
OTHER NRC TECHNICAL STAFF		
SERVICING AGENCY PROJECT MANAGER		
PRINCIPAL INVESTIGATOR(S)		
KEY PERSONNEL		

PERIOD OF PERFORMANCE

PROJECT START DATE

PROJECT END DATE

STAFF YEARS OF EFFORT		FY	FY	FY	FY	FY
DIRECT SCIENTIFIC/TECHNICAL						
OTHER DIRECT (GRADED)						
TOTAL DIRECT STAFF YEARS						
COST PROPOSAL *(Round to Nearest Thousand $)*						
DIRECT LABOR – LABOR CATEGORIES, LABOR RATES, AND PROPOSED HOURS OF EFFORT FOR EACH CATEGORY						
OVERHEAD						
MATERIALS/SERVICES						
TRAVEL	FOREIGN					
	DOMESTIC					
SUBCONTRACT(S)						
CONSULTANTS						
OTHER DIRECT						
GENERAL AND ADMINISTRATIVE EXPENSES						
TOTAL ESTIMATED PROJECT COST						
TOTAL PROJECT COST						
CARRYOVER FROM PRIOR FY						
CARRYOVER TO NEXT FY						
TOTAL FUNDING REQUIRED		$	$	$	$	$

NRC FORM 667 (MM-YYYY) PRINTED ON RECYCLED PAPER This form was designed using InForms

Exhibit 7 (continued)

NRC FORM 667 (Part 2)
(MM-YYYY)
NRCMD 11.8

U.S. NUCLEAR REGULATORY COMMISSION

JOB CODE

DATE

SERVICING AGENCY PROJECT AND COST PROPOSAL FOR NRC WORK

FOR PROJECTS, EXCLUDING TASK ORDERS AND TASK ORDER AGREEMENTS

PROJECT TITLE

PROPOSING ORGANIZATION

ESTIMATED COST

TASK 1	TASK 2	TASK 3	TASK 4
TOTAL ESTIMATED COST	TOTAL ESTIMATED COST	TOTAL ESTIMATED COST	TOTAL ESTIMATED COST

PROJECT DESCRIPTION

Provide narrative descriptions of the following topics in the order listed. Attach on plain paper to this NRC Form 189. If an item is not applicable, so state.

OBJECTIVES OF PROPOSED WORK

SUMMARY OF PRIOR EFFORTS

WORK TO BE PERFORMED AND EXPECTED RESULTS

PROPOSED PERSONNEL – INCLUDE RESUMES

MEETINGS/TRAVEL

NRC FURNISHED MATERIALS

RELATIONSHIP TO OTHER PROJECTS

REPORTING REQUIREMENTS AND SCHEDULE

SUBCONTRACTOR/CONSULTANT INFORMATION

SPECIAL FACILITIES, IF REQUIRED

CONFLICT-OF-INTEREST INFORMATION

CLASSIFICATION OR SENSITIVITY, IF APPLICABLE (e.g., safeguards, proprietary, other)

ADDENDUM COST AND SCHEDULE INFORMATION

SPENDING PLAN

SEE NRC MANAGEMENT DIRECTIVE 11.8 FOR ADDITIONAL INFORMATION

SIGNATURE – APPROVAL AUTHORITY

DATE

Exhibit 7 (continued)

NRC FORM 667 (Part 3)
(MM-YYYY)
NRCMD 11.8

U.S. NUCLEAR REGULATORY COMMISSION

SPENDING PLAN

Complete as part of the Laboratory's Cost Proposal for each new project or task order.

JOB CODE	
MODIFICATION NUMBER (if applicable)	DATE
NAME OF SERVICING AGENCY	PERFORMANCE PERIOD FROM / TO
TITLE OF PROJECT	Total estimated costs of the proposed project or modification at the time of proposal submission. $

Provide cost details by month for the total project or modification

COST ELEMENTS	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH	5TH MONTH	6TH MONTH
DIRECT COSTS	$	$	$	$	$	$
INDIRECT COSTS	$	$	$	$	$	$
TOTAL ESTIMATED COSTS	$	$	$	$	$	$
PROJECT COMPLETION	%	%	%	%	%	%

COST ELEMENTS	7TH MONTH	8TH MONTH	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
DIRECT COSTS	$	$	$	$	$	$
INDIRECT COSTS	$	$	$	$	$	$
TOTAL ESTIMATED COSTS	$	$	$	$	$	$
PROJECT COMPLETION	%	%	%	%	%	%

NOTE: The Spending Plan will be submitted with the form initially. Thereafter, it will be updated and submitted with the status report, as required in Handbook 11.8, Part II, Section 3.

Exhibit 7 (continued)

NRC FORM 667 (Part 4)
(MM-YYYY)
NRCMD 11.8

U.S. NUCLEAR REGULATORY COMMISSION

SERVICING AGENCY PROJECT COST PROPOSAL FOR NRC WORK
FORECAST MILESTONE CHART

Complete as part of the Cost Proposal for each new project or task order.

JOB CODE

MODIFICATION NUMBER (If applicable)

DATE

TITLE OF PROJECT

SERVICING AGENCY

FORECAST MILESTONE CHART — SCHEDULE TO START = Δ ———— ▲ = COMPLETED
PROVIDE ESTIMATED DOLLAR COST FOR EACH TASK FOR EACH FISCAL YEAR

TASK		FY 1st	FY 2nd	FY 3rd	FY 4th	FY 1st	FY 2nd	FY 3rd	FY 4th	FY 1st	FY 2nd	FY 3rd	FY 4th	FY 1st	FY 2nd	FY 3rd	FY 4th	FY 1st	FY 2nd	FY 3rd	FY 4th	TASK TOTAL
	SCHEDULE																					
	COST																					
	SCHEDULE																					
	COST																					
	SCHEDULE																					
	COST																					
	SCHEDULE																					
	COST																					
	SCHEDULE																					
	COST																					
TOTAL ESTIMATED PROJECT COST																						

Exhibit 7 (continued)

INSTRUCTIONS FOR PREPARATION OF
SERVICING AGENCY PROJECT AND COST PROPOSAL FOR NRC WORK

The following items shall be completed by the Servicing Agency.

Date
Insert the date the proposal is forwarded to NRC and indicate if it is a proposal for a new project or a revised proposal. Provide any applicable revision number(s).

Project Title
Insert the title from the NRC Statement of Work (SOW).

NRC Office
Indicate the NRC Office requesting the work.

NRC Job Code, B&R Number, and Budget Object Code (BOC)
Indicate the NRC Job Code (formerly the Financial Identification Number [FIN]), B&R Number, and BOC as shown in the NRC SOW.

Servicing Agency
Indicate the full name of the performing organization.

Contractor Account Number
Provide applicable account numbers for the performing organization.

Cognizant Personnel
State name, organization, and telephone number for the NRC Project Manager, other NRC Technical Staff, the Other Agency Project Manager, the Principal Investigator, and Project Key Personnel who are considered essential to the successful completion of the project.

Period of Performance
Insert the period of performance (POP) from the NRC SOW. If exception is taken to the NRC SOW POP or task scheduling, add an * and provide written explanation of the necessity for proposed change on the attachment to the form.

Staff Years of Effort
Provide the estimate of staff years of effort for the performing organization for each fiscal year from start to completion of the project.

Cost Proposal
Cost projections shall reflect the performing organization's best estimate of costs to perform the effort described in the NRC SOW. Cost shall be shown in thousands of dollars. Note: Complete the form as indicated and supplement it with detailed cost, by month, and include, as a minimum, the following:

- Direct labor, by labor category, with hourly rate and proposed hours for each category.
- Overhead amount and percent and the base upon that it is applied.
- Material/Services.*
- Travel Expenses: Provide expected number of individuals traveling, origins, destinations, and air fare. Address foreign travel separately.
- Subcontract(s) cost.**
- Other Direct Costs, with explanation for each.
- General and Administrative Expense Amount and the percent, with the base upon which it is applied as a footnote.
- Total.

* List property, including IT hardware and software with an acquisition cost of $500 or greater that the agency proposes to purchase in performance of the work described in the NRC SOW. Provide the estimated cost for each item and identify when the item is needed and how it will be used. For IT resources, include the specifications as well as existing IT resources to be used on the project.

** Provide all of the above items for subcontract costs when the subcontract exceeds 25 percent of the project value.

Estimated Cost and Level of Effort by Task
As part of the cost proposal, provide estimated costs for each task of a project.

Project Description
Provide narrative descriptions of the following topics, in the order listed, as an attachment to the form. If an item is not applicable, so state and provide an explanation.

Background
Provide a brief summary of the technical problem/issue, as presented in the NRC SOW.

Objectives of Proposed Work
State concisely the performing organization's understanding of the objectives and the results to be accomplished.

Work To Be Performed and Expected Results
Provide a description of the tasks to be accomplished and the resulting end products or deliverables, as follows:

Work Required
Describe the tasks and subtasks to be performed in such a manner that an informed, disinterested third party will understand what is to be done and when and how it will be accomplished during the period of performance for the level of effort proposed. Provide the performing organization's understanding of how end products and/or deliverables are expected to be used to regulate the nuclear reactor industry.

Exhibit 7 (continued)

Describe in detail any assumptions made in formulation of the proposal. Provide criteria or other bases upon which evaluations, judgment, or other action will be taken. Describe potential problems and recommended solutions. Identify any actions that require NRC involvement or decisions that affect milestones to be achieved. Provide dates by which information or action by NRC is required.

Proposed Personnel
For each individual or subcontractor proposed to perform this effort, provide a current re'sume' and proposed specific authorities and responsibilities for this effort.

Meetings/Travel
Under the Joint Federal Travel Regulations, first class air travel is prohibited. Submission of an NRC Form 445 at least 60 days in advance of the proposed travel is required. (See Management Directive 14.1 [formerly Manual Chapter 1501, "Official Travel"] for further information on both domestic and foreign travel.) If travel other than that required by the NRC SOW is proposed by the agency, the above information shall be provided, together with a detailed explanation of the need.

NRC Furnished Materials
The performing organization shall list any equipment, background reports/data, or other specific material(s) that are not listed in the SOW but are considered necessary for performance of the work described in the NRC SOW. NRC will determine necessity and/or availability and provide confirmation in the NRC Form 173A.

Relationship to Other Projects
Summarize the results of prior or current efforts on similar and/or related projects. Identify related projects that either (1) generate information that will be required to accomplish the work described in the NRC SOW for this project, or (2) will utilize information generated from this project, or (3) support a common objective.

Reporting Requirements and Schedule
Provide the performing organization's understanding and acceptance of the reporting requirements, including number, type, report format, content, and schedule, as required by the NRC SOW.

Subcontractor/Consultant Information
Describe any technical support effort that is proposed to be performed by a subcontractor or consultant. Identify the level of effort, by task, of any proposed subcontractor or consultant and provide an explanation of the need for subcontracting that portion of the effort. Note that "pass through" contracting is not allowed. For purposes of this effort, a "pass through" contract is generally defined as when the subcontractor performs the majority of the effort.

For any subcontract or consultant effort, describe the following:

- the necessity of subcontracting.
- the tasks and subtasks the subcontractor or consultant will perform.
- the level of effort proposed for the subcontract effort.
- the status and expected time frame for selection.
- the method of selection of the subcontractor or consultant.

Special Facilities, If Required
Describe any new special facilities required to perform the project.

Conflict-of-Interest Information
Describe any work proposed that is the same or similar to this effort and that is to be performed either by the performing organization or by a proposed subcontractor or consultant on behalf of the nuclear industry that might give rise to an apparent or actual organizational conflict of interest. Describe any other known issue or problem regarding any proposed subcontractor or consultant that NRC should consider before approval of the subcontractor or consultant.

Classification or Sensitivity, If Applicable
Note the level of security classification or sensitivity expected in the work to be performed, as shown in the NRC SOW.

Spending Plan (SP)
For each new project or task order that exceeds 6 months in duration, provide planned monthly spending for each element of cost shown as part of the laboratory cost proposal. An SP is not required for establishing the task order agreement.

Updated SP information is required as part of the monthly letter status report.

The attached SP format provides spaces to report projected costs for 12 months. The performing organization may wish to alter the format on a case-by-case basis for shorter or longer periods.

Approval Authority
The proposal shall be signed by an appropriate performing organization individual with authority to make commitments for the performing organization.

Forecast Milestone Chart

Indicate cost and schedule time frames as they apply to the individual tasks within the scope of the project. Use weeks, months, quarters, or years as necessary. Extend the length of the format if more than five tasks are identified.

Exhibit 8
Summary of Proposal Evaluation Interagency Agreement

NRC FORM 558A
(MM-YYYY)
NRCMD 11.8

U.S. NUCLEAR REGULATORY COMMISSION

SUMMARY OF PROPOSAL EVALUATION INTERAGENCY AGREEMENT

INSTRUCTIONS

Address each question. Address all deviations or unacceptable aspects of the proposal (including any pertinent information provided by the contractor) whether or not they are subsequently found to be acceptable. For all deviations (or initially unacceptable aspects of the proposal), state the deviation, determine acceptability, and, if not acceptable, explain any required changes.

If the cost, technical, and/or any other aspects of the proposal are consistent with the independent government cost estimate (IGCE) and the requirements of the statement of work (SOW), provide an affirmative statement to that effect. If a question is not applicable to the proposal, state that it is not applicable.

COST CONSIDERATIONS

Compare the cost proposal with the IGCE. The performing organization is responsible for attesting to the accuracy of the labor rates and indirect rates, i.e., overhead, fringe, and G&A (general and administrative expense), with submission of the proposal. If an IGCE was not required (estimated annual project cost is less than $250,000 or the multi-year project cost is less than $500,000), compare the proposed cost to the statement of work to determine the reasonableness of the proposed costs.

1. Are the proposed hours consistent with those identified in the IGCE for each labor category? Provide an analysis of the proposed hours. State the deviations and explain their acceptability. If they are not acceptable, explain required changes.

2. Is the proposed travel consistent with that stated in the SOW and necessary for performance of the work? Review the purpose, number of trips, location (origin and destination), number of travel days, and number of personnel traveling. State the deviations from the SOW and explain their acceptability. If they are not acceptable, explain required changes.

3. Are the purpose, labor categories and expertise, and number of hours for any proposed subcontractor or consultant reasonable and necessary for performance of the work? Provide an analysis of the proposed labor categories and expertise and the number of hours, and explain their reasonableness and acceptability. If they are not acceptable, explain required changes.

Exhibit 8 (continued)

PAGE 2 OF 3

SUMMARY OF PROPOSAL EVALUATION (Continued)

COST CONSIDERATIONS (Continued)

4. Are the proposed quality and estimated "other direct costs" (such as telephone, express mail, computer time, materials) reasonable and necessary for performance of the work? Are the costs consistent with the independent cost estimate? Provide an analysis of the proposed "other direct costs" and their purpose. State the deviations from the independent cost estimate and explain their reasonableness and acceptability. If not acceptable, explain required changes.

5. Has the contractor proposed any Information Technology (IT) resources, testing, or other special equipment? Are they reasonable and necessary for performance of the work? Are they consistent with the independent cost estimate? Provide an analysis of the quantity and prices. State deviations and explain their acceptability. If not acceptable, explain required changes.

TECHNICAL CONSIDERATIONS

6. Are the proposed labor categories consistent with those in the SOW (e.g., sufficient level of expertise, all technical areas covered in number and types, availability of personnel when needed)? Provide an analysis of the proposed labor categories. State the deviations and explain their acceptability. If not acceptable, explain required changes.

7. If the proposed technical approach is different from that in the SOW, is it reasonable and suitable to accomplish the objective(s)? Are any areas of the approach inappropriate? Provide an analysis of the technical proposal. State the deviations and explain their acceptability. If not acceptable, explain required changes.

Exhibit 8 (continued)

PAGE 3 OF 3

SUMMARY OF PROPOSAL EVALUATION (Continued)

TECHNICAL CONSIDERATIONS (Continued)

8. Are the proposed scheduled milestones and the period of performance consistent with the requirements of the SOW? Are they reasonable? State the deviations and discuss their acceptability. If not acceptable, explain required changes.

9. Is the technical proposal fully responsive to the SOW in other areas not evaluated above (e.g., clarity; description and breakdown of the tasks and subtasks to allow appropriate level of monitoring; the description of the type, quality, distribution of reports and another deliverable)? Provide an analysis of the technical proposal. State the deviation and discuss their acceptability. If not acceptable, explain required changes.

OTHER CONSIDERATIONS

10. On the basis of the information in the proposal and any other information readily available, does an appearance of or an actual organization conflict of interest exist for the prime contractor or subcontractor or consultant, if applicable, as defined in 48 CFR Part 20? Explain your determination.

11. On the basis of the information in the proposal and any other information readily available, are any proposed contractor employees, subcontractor employees, or consultants former NRC employees? If yes, provide the name(s) of the individual(s) and, if known, the termination date of employment with the NRC.

SIGNATURE

TYPED OR PRINTED NAME	SIGNATURE	OFFICE	DATE

Exhibit 9
Summary of Negotiations Interagency Agreement

NRC FORM 655A (MM-YYYY) NRCMD 11.8	U.S. NUCLEAR REGULATORY COMMISSION	JOB CODE
SUMMARY OF NEGOTIATIONS INTERAGENCY AGREEMENT		
NAME OF SERVICING AGENCY	NRC OFFICE	NRC DIVISION
PROJECT TITLE		

SUMMARY OF ISSUES DISCUSSED

APPROACH
SCOPE
PERSONNEL QUALIFICATIONS
TRAVEL/MEETINGS
SCHEDULE
SUBCONTRACT/CONSULTANT EFFORT
REPORT REQUIREMENTS AND SCHEDULE
OTHER DELIVERABLES
ORGANIZATIONAL CONFLICT OF INTEREST

NRC FORM 655A (MM-YYYY) FOR OPTIONAL USE This form was designed using InForms

Exhibit 9 (continued)

SUMMARY OF ISSUES DISCUSSED (continued)
MATERIALS
EQUIPMENT PURCHASE
REQUIRED START DATE
SPENDING PLAN
INFORMATION TECHNOLOGY OR TELECOMMUNICATIONS COORDINATION
COST
OTHER ISSUES DISCUSSED
CLASSIFICATION OR SENSITIVITY

☐ THE PROPOSED COSTS WERE CONSIDERED REASONABLE, GIVEN THE SKILL MIX, LEVEL OF EFFORT REQUIRED AND DEGREE OF COMPLEXITY INVOLVED IN THE PROPOSED EFFORT. NO EXCEPTIONS WERE TAKEN TO THE NRC SOW.

☐ THE ITEMS NOTED ABOVE WERE DISCUSSED AND/OR CLARIFIED WITH THE SERVICING AGENCY.

☐ THE FOLLOWING CHANGES TO THE NRC SOW WERE AGREED UPON.

☐ OTHER COMMENTS

SIGNATURE		
(Printed or Typed Name)	SIGNATURE	DATE

Exhibit 10
Transmittal Letter for New Agreement (Optional)

Transmittal Letter for New Agreement
(Optional)

(Date)

Name
Servicing Agency
_____
_____

SUBJECT: INTERAGENCY AGREEMENT BETWEEN THE U.S. NUCLEAR REGULATORY COMMISSION (NRC), AND THE *SERVICING AGENCY*, NO. (*IAA NUMBER*) ENTITLED, "*AGREEMENT TITLE*"

Dear _____:

Pursuant to the authority contained in *the Energy Reorganization Act of 1974, as amended,/the Economy Act of 1932/the Clinger/Cohen Act of 1996*, the Office of _____, U.S. Nuclear Regulatory Commission and the *Servicing Agency* desire to enter into an agreement as described in the attached.

If this agreement is acceptable to *Servicing Agency*, please sign all four original copies of NRC Form XXX. Three of the originals should be returned to the NRC administrative contact, _____, in the envelope provided. Please retain the fourth copy for your records.

Sincerely,

Appropriate NRC Manager & Title
Division of _____
Office of _____

Enclosure: Interagency Agreement (*IAA Number*)
(4 Copies)

Exhibit 11
Transmittal Letter for Ongoing Agreement (Optional)

Transmittal Letter for Ongoing Agreement
(Optional)

(Date)

Name
Servicing Agency

_____

_____

SUBJECT: MODIFICATION TO THE INTERAGENCY AGREEMENT BETWEEN THE U.S. NUCLEAR REGULATORY COMMISSION (NRC), AND THE *SERVICING AGENCY*, NO. (*IAA NUMBER, Mod No.* __) ENTITLED, "*AGREEMENT TITLE*"

Dear _____:

Purpose of modification.

Pursuant to the authority contained in the *Energy Reorganization Act of 1974, as amended,/the Economy Act of 1932/the Clinger/Cohen Act of 1996*, the Office of _____, U.S. Nuclear Regulatory Commission and the *Servicing Agency* desire to continue an agreement as described in the attached.

If this agreement is acceptable to *Servicing Agency*, please sign all four original copies of NRC Form XXX. Three of the originals should be returned to the NRC administrative contact, _____, in the envelope provided. Please retain the fourth copy for your records.

Sincerely,

Appropriate NRC Manager & Title
Division of _____
Office of _____

Enclosure: Interagency Agreement (*IAA Number, Mod No.* __)
(4 Copies)

Exhibit 12
Status Report Requirements

SOW Attachment
Page ___ of ___

A letter status report must be submitted to NRC as specified in the Interagency Agreement (IA). The report shall be delivered to the NRC project manager and the Division of Contracts and Property Management, Office of Administration. Distribution of additional copies of the report also shall be stated in the agreement. The report shall, as a minimum, contain the information required below. If the project is awarded as a task order agreement, a separate report shall be submitted for each task order with a summary project report.

The report must include the following: the full name and address of the performing organization; the agreement number; the job code number and title of the project; the principal investigator's name and full telephone number; and the project period of performance, the task assignment period of performance, and the reporting period. Financial information must be provided on each individual task under a project and by individual task orders under basic task order agreements.

A project may be omitted from the servicing organization's report following NRC's determination that all work is completed and that the final cost information is acceptable. However, the final report for the project must be included in the performing organization's activities report covering the last quarter of NRC's fiscal year.

It is acceptable to indicate in the report that the project was inactive during the reporting period if a previous quarterly status report that contained the latest financial and progress status information is referenced.

As a minimum, the report must include the following sections:

Objective

Provide a brief statement of the servicing agency's understanding of the objective(s) of the program/project.

Progress During Reporting Period

For each task and/or task order, provide a clear, concise discussion of the work performed during the reporting period. As a minimum, these discussions must include sufficient detail to support the costs reported for the period. Progress reported as "worked on all tasks" is not acceptable. Names and dates of meetings and conference calls must be included. In addition, the current status of each task shall be identified.

Exhibit 12 (continued)

Travel

Travel taken during the reporting period must be fully described and must include, as a minimum, the purpose of the travel, whether prior NRC authorization was required and obtained, the identity of all travelers, beginning and ending dates of the travel, and the origin and destination points. If portions of the travel costs are split between projects, the appropriate corresponding job code number must be identified.

Anticipated and Encountered Problem Areas

Problems both encountered during the reporting period and anticipated for the next period(s) must be identified.

Discussion of problems encountered during the reporting period must include the actual solution or, if action is not implemented by the time of report issuance, the proposed solution. The status of the problem shall be updated in subsequent reports until problem resolution is achieved and reported. **Note:** The person(s) and/or organization(s) with responsibility for action to address the problem must be clearly identified. In the event that NRC is required to take action, a separate letter to the appropriate NRC individual must be transmitted.

Problems or circumstances that require a change in the level of effort or estimated cost, scope of work, or travel requirements shall be discussed. **Note:** A separate letter identifying the need for modification must be sent to the office as soon as the problem is identified. Such notification must not be delayed until issuance of the report.

Reminder: Changes to the statement of work (SOW) that constitute new assignments of work or changes of such a nature as to justify an adjustment in overall cost or period of performance may only be issued by the appropriate official.

Plans for the Next Reporting Period

A discussion of the work to be performed and a description of anticipated travel must be provided. Milestones that will be completed during the period must be described. **Note:** Where prior NRC approval for travel authorizations is required, a separate notification must be written to the NRC.

Variance

Any variance in either schedule or spending rate must be identified and discussed in detail. Discussion must include the cause for the variance, together with any proposed solution to bring the dates and cost within planned dates and amounts.

Financial Schedule Status

In additional to the financial status information reported in the format shown in the "Financial Status Report Format" section of this exhibit, a narrative description of the financial status of the project must be provided. Statements such as "See attached financial status" are not acceptable. A discussion of the status of the projected cost and schedule of the project must be included. If the projected actual cost is expected to be greater than or less than the planned

Exhibit 12 (continued)

cost and/or if the schedule is projected to be longer than or less than the planned schedule, a discussion of the reasons for the differences must be provided. Actions to mitigate any delays in schedule and/or increases in cost shall be thoroughly described.

Encumbered costs shall be noted and briefly described.

Spending Plan Update

The spending plan agreed to by the parties for projects and task orders shall be included in the initial report. Thereafter, the spending plan shall be updated in the report when incurred costs (cumulative to date) vary by 20 percent or more from planned spending (cumulative to date).

Acquired Property

Report property including software acquired for the project during the quarter with an acquisition cost of $500 or more. Provide the following information for each item of property: item description, manufacturer, model number, serial number, acquisition cost, receipt date, and performing organization identification number, when appropriate. If no property was acquired during the report quarter, include a statement to that effect in the report.

NRC-Funded Software Developed

Report NRC-funded software with a useful life of 2 years or more and a development cost of $500 or more in the quarter the development is completed. Provide the following information for each item of NRC-funded software:

- Software name and functions(i)
- Development cost (ii)
- Computer language used (iii)
- System on which it will operate (iv)
- Physical location of the software and/or the hardware system (v)
- Date the development of the software was completed (vi)
- Date of scheduled replacement or projected useful life. (If none can be determined, use a date 5 years from the date the software became operational.) (vii)

Exhibit 12 (continued)

Attachment
Page __ of __

Status Report
Financial Status Report Format
Quarter, Year

Job Code Number* Interagency Agreement No. _____
Title:
Project/Task Order Agreement Period of Performance From _____ To_____

Task Order Number**
Task Order Title
Task Order Period of Performance From_____ To_____

Total Project Ceiling Amount $
Total Funds Obligated to Date $
Total Current Fiscal Year Ceiling Amount $
Total Funds Obligated Current Fiscal Year $

Direct Staff Effort (Hours Expended by Labor Category)

Current Cost-Incurred Status to the Nearest Dollar

	Current Quarter	Fiscal Year To Date	Cumulative Project To Date
Direct Labor, Labor Categories			
Overhead			
Materials and Services***			
Travel Expenses			
Subcontracts/Consultants†			
Other			
General and Administrative			
Subtotal	$_____	$_____	$_____
Foreign Funds††			
Total Uncosted Amount	$_____	$_____	$_____
Percentage of available cumulative funds costed			%_____
Percentage of available current fiscal year funds costed			%_____

* Specialized internal account numbers may be added.
** Individual financial status reports are required for each individual task order that has an estimated cost of $100,000 or more and has a period of performance of 6 months or more. For task orders under these thresholds, only the total estimate cost is required.
†Include contract and purchase order dollar amounts. Provide cost breakdown by element of cost for subcontracts that exceed 25 percent of project costs.
††Portion of total costs charged to foreign funds.

Exhibit 12 (continued)

Attachment
Page __ of __

Cost Totals by Project Task

Task

Direct Labor $ _____

Total Estimate Cost $ _____

Quarterly Spending Plan Update

		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Direct Costs	$	_____	_____	_____	_____
Indirect Costs	$	_____	_____	_____	_____
Total Estimated Cost	$	_____	_____	_____	_____
Project Completion	%				

(Continue for entire period of performance.)
Cumulative Costs to Date $ _____

Overall Funding Status

In thousands of dollars provide the total for the following:

Prior FY Carryover $

FY xx Project Funding Level $

FY xx Funds Received to Date $

FY xx Funding Balance Needed $

Projected Carryover to Next FY $

Total Estimated Project Amount $ _____

Total Project Cumulative Amount Obligated $ _____

Total Project Balance Needed $ _____

Total Project Cumulative Amount Costed $ _____

(For each task order, provide the same information listed above.)

Exhibit 12 (continued)

Attachment
Page __ of __

License Fee Recovery Cost Status

Pursuant to the provisions on fees of 10 CFR Parts 170 and 171, provide the total amount of funds costed during the period and fiscal year to date for each task or task assignment by facility or topical report. The License Fee Recovery Status Report (LFRCS) must be on a separate page as part of the report for the job code, and must be in the format provided on the following page. If no fee recoverable costs were incurred during the month, the performing organization shall so indicate by checking the appropriate block located on Page __ of Exhibit 10 under "License Fee Recovery Cost Status."

There should be only one LFRCS table per job code. Unit numbers, for example, Beaver Valley 2, should be identified for each facility included in each table, the facilities should be sorted by docket number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one unit at the same site, each unit should be listed separately and the costs should be split appropriately between the units. Common costs, as defined below, must be identified separately in the LFRCS table each quarter and must be divided among all plants worked on under the program during the quarter. The total of the period costs reported in the LFRCS table should equal the total of the period costs reported in the Financial Status section. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the LFRCS table.

"Common costs" are those costs associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the lead-plant concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge, or guidance during the course of a program; any technical effort applied to a category of plants; and project management. On a quarterly basis, the common costs for the quarter must be apportioned in proportion to the costs incurred during the quarter for each of the plants for which work was performed.

Exhibit 12 (continued)

Attachment
Page __ of __

LICENSE FEE RECOVERY COST STATUS
(Sample Task Order)

Job Code:

Title:

Period:

Report Title	Facility Name	Docket Number	Identification Number	Period Costs	Cumulative Costs This Fiscal Year
Common Costs[1]					
Task 1					
Task n					

☐ No license fee recoverable costs were incurred during the reporting period.

[1]Common costs shall be reported on a quarterly basis in the Letter Status Report.

Exhibit 13
Status Report Review

NRC FORM 552A (MM-YYYY) NRCMD 11.8

U.S. NUCLEAR REGULATORY COMMISSION

STATUS REPORT REVIEW

JOB CODE

REPORTING PERIOD

FROM

TO

TITLE

IF YOU ANSWER "NO" TO ANY OF QUESTIONS 1 THROUGH 4, OR "YES" TO QUESTION 5, PROVIDE EXPLANATION IN THE COMMENTS SECTION OR ON A SEPARATE ATTACHMENT

	QUESTIONS	YES	NO	N/A
1.	Did the Agency submit required deliverables and meet scheduled milestones during the reporting period?			
2.	Are the labor hours, travel, contract, equipment and other direct costs reasonable and commensurate for the type and nature of work completed during the reporting period?			
3.	Is the quality of the deliverables and/or services acceptable and in compliance with the terms of the statement of work?			
4.	Has the NRC met its obligations during the reporting period, including provision of government furnished property and timely review and comments on reports/deliverables?			
5.	Are you aware of any present or future problems that may adversely affect Agency performance and/or costs?			

COMMENTS

NRC FORM 552 (MM-YYYY) FOR OPTIONAL USE This form was designed using InForms

Exhibit 14
Online Payment and Collention (OPAC) Form (Bills Changed to NRC)

BILLS CHARGED TO YOUR ALC: _____

Date Run

Billing Agency

Billing ALC

Contact

Phone

Accomp Date

D.O. Symbol

Document Ref No

Source

Appropriation Symbol

OPAC

Amount

Acctg Date

PayFlag ACL/CD

Obligating Document Number

Purchase Order Number

Invoice Number

JASNO

Contract Line Item

Quantity

Unit Price

Extended Price

Unit Issue

DESCRIPTION: (see below)

Exhibit 15
Voucher and Schedule of Withdrawals and Credits

STANDARD FORM 1081
Revised September 1982
Department of the Treasury
I TFRM 2-2500

VOUCHER AND SCHEDULE OF WITHDRAWALS AND CREDITS

Transaction Date

CHARGE AND CREDIT WILL BE REPORTED ON CUSTOMER AGENCY STATEMENT OF TRANSACTIONS FOR ACCOUNTING PERIOD ENDING _____

Document No.

CUSTOMER AGENCY		BILLING AGENCY	
Agency Location Code (ALC)	Customer Agency Voucher No.	Agency Location Code (ALC)	Billing Agency Voucher No.
DEPARTMENT BUREAU ADDRESS		DEPARTMENT BUREAU ADDRESS	

SUMMARY		SUMMARY	
APPROPRIATION, FUND, OR RECEIPT SYMBOL	AMOUNT	APPROPRIATION, FUND, OR RECEIPT SYMBOL	AMOUNT
(MUST AGREE WITH BILLING AGENCY TOTAL) TOTAL		(MUST AGREE WITH BILLING AGENCY TOTAL) TOTAL	

Details of charges or reference to attached supporting documents

BILLING AGENCY CONTACT:
PREPARED BY _____
APPROVED BY _____
TELEPHONE NO. _____

CERTIFICATION OF CUSTOMER OFFICE

I certify that the items listed herein are correct and proper for payment from and to the appropriation(s) designated.

_____ (Date)

_____ (Authorized administrative or certifying officer)

_____ (Telephone No.)

NSN 7540-00-634-4234
PREVIOUS EDITION NOT USABLE

Original- Forward To Customer For Payment

Exhibit 16
NRC/Interagency Project Closeout

NRC FORM 659A (MM-YYYY) NRCMD 11.8

U.S. NUCLEAR REGULATORY COMMISSION

NRC/INTERAGENCY PROJECT CLOSEOUT

1. JOB CODE

2. Servicing Agency

3. Interagency Agreement No.

4. The period of performance for this project ends/ended on:

4. List of specific products obtained from the project. State title and date. *(The cover page/transmittal letters for report(s) are contained in the Office Project File.)*

SECTION 1: PROJECT TECHNICAL COMPLETION CERTIFICATION *(To be completed by the Project Manager)*

A. The Servicing Agency has: (If "NO" is checked, provide discussion on the reverse side of this form.)

1. Satisfactorily performed the work requirements for the project. ☐ YES ☐ NO
2. Furnished all required deliverables, including reports, disclosures, licensee, equipment, or any other articles required. ☐ YES ☐ NO

B. Narrative evaluation of performance is as follows. If additional space is required, use the reverse side of this form.

1. Quality of work performed and qualifications of contractor staff.
2. Timeliness (meeting milestones)
3. Cost effectiveness.

C. With regard to property either acquired by the Servicing Agency or provided by NRC for use under this project, I have determined the following: *(If both blocks 1 and 2 are "true statements," check the appropriate box and skip block 3.)*

☐ 1. No property was furnished by NRC for use under this project.
☐ 2. No property was acquired by the Other Agency for use under this project.
☐ 3. Property purchased under this agreement may be retained by the servicing agency. (see attached list)
☐ 4. List of property to be returned to the NRC is attached.

SECTION 2: CLOSEOUT CHECKLIST *(To be completed by the Project Manager)*

☐ D. The final Other Agency voucher dated _____ in the amount of _____ has been received and verified and excess funds in the amount of _____ have been de-obligated.

☐ E. An NRC Form XXX to de-obligate the excess funds has been executed by NRC and the Other Agency and is contained in the Office Project File.

PROJECT MANAGER CERTIFICATION

To the best of my knowledge, all actions required by Management Directive 11.8 have been met, and the above project is hereby closed.

TYPED OR PRINTED NAME	SIGNATURE	DATE

NRC FORM 659A (MM-YYYY) FOR OPTIONAL USE This form was designed using InForms

Exhibit 16 (continued)

OTHER COMMENTS