

**BPA Regulatory Commission
BEST VALUE
BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE**

In the spirit of Acquisition streamlining, the BPA Regulatory Commission and ARES Corporation enter into an agreement to facilitate the acquisition of Professional Engineering services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-23F-0113L
(insert number(s))

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

[Signature] 8/2/2006

Contracting Officer DATE

BPA Regulatory Commission

[Signature] 8/1/06

BPA Team Leader DATE

Vice-President

Title

ARES Corporation

Company Name

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-23F-0113L ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between ARES Corporation and the U.S. Nuclear Regulatory Commission under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA:

ADMINISTRATIVE DATA

Primary Point of Contact:

ARES Corporation

(Provide complete name, title, corporate address, electronic mail address and phone number)

Kathryn Naassan, Vice President

851 University Blvd SE, Suite 100

Albuquerque, NM 87106

KNaassan@arescorporation.com

(505) 272-7102

Alternate Point of Contact:

Tommie Deaton- (505) 272-7102

Are you a Small Business under NAIC Code 541690 (FAR PART 19.102)? YES NO

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? YES NO

Are you a Woman-Owned Business? YES NO

KN 8/1/06

CAGE CODE: 1BYL8
DUNS NUMBER: 807721980
TIN: 94.3161428

KN 8/1/06

Cognizant DCAA Office (Include complete address):
(other auditing activity may be listed)

Western Region, Peninsula Branch Office
~~Salt Lake Valley Branch Office-03231~~

480 San Antonio Road,
~~1270 West 2320 South~~

Suite 150
~~Suite F~~

Mountain View, CA 94040
~~West Valley City, UT 84119~~

AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall provide technical assistance in support of GSI-191 resolution. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to the U.S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA

Attachment I details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

A.1 CLAUSES INCORPORATED BY REFERENCE:

FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

A.2 TERM OF BPA

This BPA expires on 03-31-2007 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the U.S. Nuclear Regulatory Commission/Contracting Officer if at any time prior to 03-31-2007 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 15 days written notice to the BPA holder by the U.S. Nuclear Regulatory Commission Contracting Officer.

A.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)

(a) The total estimated amount of this blanket purchase agreement (ceiling) for the products/services ordered, delivered, and accepted under this blanket purchase agreement is \$179,099.18. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the blanket purchase agreement period provided such orders are within any maximum ordering limitation prescribed under this blanket purchase agreement.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

A.4 PROHIBIT ACTIVITIES

The BPA holder shall not perform tasks under any resultant order which involve the following:

(a) preparation of any statement of requirements, objectives, or needs to be procured by the Government for technical assistance and audit services, whether to be acquired by future orders under the professional engineering services program/GSA Federal Supply Services Schedule, or by any other contract action at the U.S. Nuclear Regulatory Commission;

(b) evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for technical assistance and audit services or any other supplies or services;

(c) formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of technical assistance and audit-like services;

(d) preparation of documentation for future orders for technical assistance and audit services.

A.5 SEGREGATION OF COSTS

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the

lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

A.6 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name: Bernard L. Grenier Email: BLG@nrc.gov
Address: BPA Regulatory Commission
Mail Stop: O-9E3
Washington, DC 20555
Telephone Number: (301) 415-2726

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

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

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

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

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

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

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

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

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

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

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

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the BPA accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate BPA modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

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

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

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

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

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

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

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

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

A.7 REPRESENTATIVE OF THE CONTRACTING OFFICER

a. The following named Contracting Officer's Technical Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

(To be specified when orders are issued)

b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. This designation does not include authority to direct changes in scope, price, terms or conditions of the BPA or order. The authority herein also does not include authority to execute modifications to the BPA or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed BPA change.

A.8 2052.215-70 KEY PERSONNEL (JAN 1993)

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


The contractor agrees that personnel may not be removed from the BPA work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this BPA for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the BPA work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so

substantial as to impair the successful completion of the BPA or the service order, the BPA may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the BPA price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

A.9 TASK ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provide Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

A.10 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

A.11 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

A.12 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Task Orders. However, on occasion Labor Hour Task Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 5%. These adjustments are allowable only to the extent that the ceiling price and the total number

of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique U.S. Nuclear Regulatory Commission Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an U.S. Nuclear Regulatory Commission Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

A.13 TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that required in the

performance of the order. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost-reimbursable basis only. Local travel or the relocation of BPA holder personnel from other geographic areas for the purpose of staffing an order, are not subject to reimbursement. The Government will not pay travel charges for travel to and from the BPA holder employee's home and N/A (Govt. Office) or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

A.14 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A.15 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the U.S. Nuclear Regulatory Commission mission but not otherwise available within U.S. Nuclear Regulatory Commission.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

A.16 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.17 AUTHORIZED USERS

Government Contracting Officers representing U.S. Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

A.18 PERFORMANCE

The following terms and conditions are applicable:

- a. All services will be initiated within 7 calendar days following receipt of a valid order, unless otherwise specified in the order.
- b. The BPA holder shall be familiar with Federal Government and the U.S. Nuclear Regulatory Commission acquisition regulations, directives and instructions. If a particular document is required in a specific order, it will be cited within the order's PWS.
- c. The BPA holder shall not provide technical direction to any other acquisition BPA holder(s) or government personnel at any time. Neither shall the Government directly supervise BPA holder employees. The BPA holder Task Leader should conduct Day to day supervision of BPA holder personnel wherever the BPA holder personnel are located. All direction of the BPA holder shall be through the Contracting Officer (CO) of the ordering organization specified in each individual order. Technical "tasking" assignments for the BPA holder will be transmitted by the program office's COTR (or program manager) to the BPA holder's Task Leader.
- d. The "ordering period" will run from BPA award to 03-31-2007, or until such ending date of any option year, which may be exercised under the GSA contract. The "performance period" will terminate with the end of the GSA contract, unless the ordering CO elects to extend performance as provided under the GSA contract. The GSA Schedule contract permits extended performance beyond the period of the GSA contract. If the ordering CO elects to extend performance beyond the end of the GSA contract, he/she may extend performance up to six (6) months beyond the end of the order period.
- e. Capitalization Requirements: The BPA holder shall provide their employees sufficient computer equipment to support orders. The BPA holder shall be able to support the automatic transmission of unclassified data only to the requiring Program Office by modem if so requested. Any computers connected to, or transmits to (connected or via magnetic media) the government shall be properly protected from computer viruses. The BPA holder shall be capable of supporting the software packages utilized by the U.S. Nuclear Regulatory Commission for the indicated processors. Specific software packages utilized within a program office shall be stated in the order PWS if it is other than Microsoft Office Professional or Microsoft Project.

f. Cancellation: This BPA may be canceled if the BPA holder fails to perform in accordance with the terms and conditions of the GSA contract, this BPA, any order established under this BPA, or if deemed as in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions or the U.S. Nuclear Regulatory Commission/CO Contracting Officer may determine that performance by the BPA holder has been unsatisfactory and cancel this BPA.

A.19 MANAGEMENT CONTROL

The BPA holder shall provide to Contracting Officer (CO) a list of all teaming partners or subcontractors within 30 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within 7 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to the U.S. Nuclear Regulatory Commission Program Offices, unless other specific arrangements have been made.

A.20 PRICING

1. The GSA Schedule pricing has been determined fair and reasonable by the GSA. The prices (loaded labor rates) included on the BPA list (or applicable "discounted" rates submitted in a proposal response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period. With regard to any option years, which are later exercised, the proposed option year rates as incorporated into the order award are in effect until such time, if applicable, that the contractor has been authorized a rate increase culminating from a negotiation under the Economic Price Adjustment provision of their GSA Schedule. The BPA holder shall update the BPA price list within 24 hours of a change in their Schedule prices to insure that the BPA pricing remains current.

2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the U.S. Nuclear Regulatory Commission/CO Contracting Officer. When in effect, the new price list will be posted on the BPA holder's Internet site and made immediately available to all authorized potential BPA users. This BPA also allows for additional discounts if a "large order" is placed at one time. The 24-hour advance notice described above is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.

3. The BPA holder may also increase BPA prices at any time. Any BPA price increase shall not take effect until the U.S. Nuclear Regulatory Commission Contracting Officer receives written notification (U.S. mail, facsimile, or electronic-mail). In no event will the prices under this BPA exceed those on the applicable GSA schedule. Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the U.S. Nuclear Regulatory Commission Contracting Officer.

A.21 INVOICES

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate

and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

A.22 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

A.23 ORGANIZATIONAL CONFLICT OF INTEREST

PREAMBLE to the Organizational Conflict of Interest (OCI) Clause:

(a) This Organizational Conflict of Interest Clause will apply to orders for performance of Advisory and Assistance Services, as defined in FAR Subpart 37.2 as follows:

"Advisory and Assistance Services" (A&AS) means those services provided under contract by non-governmental sources to support or improve organizational policy development, decision making, management and administration, program and/or project management and administration, or R&D activities. It also includes the furnishing of professional advice or assistance rendered to improve the effectiveness of Federal management processes or procedures (including those of an engineering and technical nature). In rendering the foregoing services, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, training and the day-to-day aid of support personnel needed for the successful performance of ongoing Federal operations. Advisory and assistance services fall into one of the following subdivisions (see FAR 37.2 for their definitions):

- management and professional support services,
- studies, analyses, and evaluations, and/or
- engineering and technical services.

The support to be provided under this Task Order includes U.S. Nuclear Regulatory Commission's _____ Office in the following areas:

Examples of A&AS, which this OCI clause will apply to, include: Development of draft acquisition plans; identification of available private commercial sources of supplies or service; support of requirements analysis; the drafting of solicitation documents; recommending performance metrics and incentives; identifying share-in- savings and value-based acquisition strategies; conducting market research to determine - (1) recent or imminent technological developments, (2) industry or market trends, (3) Federal agency support available and other acquisition alternatives; and, equipment lease or purchase options. Assistance may also include support for Procurement Planning and Analysis; development of acquisition procedures, policies, assessments, reviews and inspections; training development support; the preparation of technical analyses and reports as well as inputs to acquisition documentation for systems being acquired by Program Offices.

(c) There may be other U.S. Nuclear Regulatory Commission requirements which may be ordered required under this Task Order but which do not fall within the definition of A&AS as discussed above. Such requirements may be exempt from the provisions of the OCI clause. The Government shall have the right to determine, at its sole discretion, whether services ordered are subject to the OCI provisions of this Task Order. All orders for follow- on support to U.S. Nuclear Regulatory Commission's Acquisition and Contract's shall be subject to such OCI provisions unless the order for specific non-A&AS services specifies that the OCI provisions do not apply to that particular order.

(d) Whenever the Government solicits information from the Contractor for the purposes of issuing a potential order (or, if the Government issues an order without first soliciting information from the Contractor), unless the order states that it is exempt from the OCI provisions, the Contractor shall promptly review the services ordered prior to commencing performance and inform the Contracting Officer, in writing, of any pre-existing circumstances which might create a conflict of interest under these OCI provisions. In such event, the Government may, in its sole discretion, either cancel the order at no-cost to the Government or grant a waiver to the OCI provisions and direct the Contractor to proceed with performance.

LIMITATIONS:

To prevent conflicting roles, which may bias the Contractor's judgment or objectivity, and to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions, the Contractor will be restricted as set forth in subparagraph (b).

(a) The following descriptions or definitions apply:

(1) "Systems Engineering" means a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(2) "Technical Direction" includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other Contractors' operations, and resolving technical controversies.

(3) "Development" includes all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(4) "Proprietary Information" includes all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted rights data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(5) "System" means the system that is the subject of acquisition or management by the program office for which support has been ordered under this contract.

(6) "System Life" means all phases of the system's development, production, or support.

(7) "Contractor" includes the business entity receiving award of this contract, its parents, affiliates, divisions and subsidiaries.

(b) The following rule(s) apply:

(1)(A) The Contractor agrees that it shall neither compete nor perform as a prime Contractor, subcontractor or as a consultant to a prime or subcontractor, to provide services, hardware or software with respect to any system (or major components thereof) as to which the Contractor has directly, or by subcontract, provided support to U.S. Nuclear Regulatory Commission's Acquisition and Contracts Office under this Task Order. This prohibition shall not apply, however, to work to be performed under this Task Order or to any follow-on prime or subcontracts for similar work to the Government.

(B) Unless an order specifies that it is not subject to this OCI provision, the foregoing prohibitions shall be effective from the date of each specific order issued pursuant to this contract for support and shall continue for the life of the system as to which support services have been ordered. These prohibitions shall be reduced to a period of five years from the effective date of each order when the services ordered/performed fall under the descriptions in FAR 9.505-2 or 9.505-3.

(2) In the event the work required to be performed under this Task Order requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer "for information only". These agreements shall proscribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary. In addition, it is agreed that the Contractor shall not disclose advice/data submittals or any part thereof to any party outside the Government except with the written consent of the Contracting Officer.

(3) The Contractor further agrees not to utilize aforesaid proprietary data in the supplying of hardware/software or services related to the systems or major components of systems for which the Contractor has provided support hereunder, in performing for the U.S. Nuclear Regulatory Commission any additional competitively awarded efforts in the same field, or for any purposes other than those for which the data has been furnished unless specifically authorized by the organization providing such data.

(c) The Contractor agrees that, in addition to the above established requirements and prohibitions, it shall:

(1) Formally train its employees in the absolute necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government, or advice/data submittals (including any portion thereof), to anyone except as authorized and require its employees to execute certificates attesting to their training and to their understanding of the requirements for safeguarding all sensitive information. In addition, it shall provide that the employee will not, during his employment by the Contractor, or thereafter, disclose to others or use for their own benefit or the future benefit of any individual, any advice/data submittals (or any portion thereof), trade secrets, confidential information, or proprietary/restricted data (to include Government "FOR OFFICIAL USE ONLY") received in connection with the work under this contract.

(2) Submit information copies of these certificates to the Contracting Officer. Certificates may be submitted on a one-time basis for the duration of the Task Order.

(3) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

The Contractor agrees to include the substance of this provision in all subcontracts it may award.

A.24 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of

any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

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

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

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

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain

plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

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

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

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

A.25 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not

exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year

(or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

A.26

BILLING INSTRUCTIONS FOR LABOR HOUR TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES**

IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

BPA Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

BPA Regulatory Commission
One White Flint North
11555 Rockville Pike - Mail Room
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will be made by the following office:

BPA Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the purchase order may not exceed the total U.S. dollars authorized in the purchase order.

ATTACHMENT-SAMPLE FORMAT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
BPA Regulatory Commission
Division of Contracts and Property
Management MS: T-7-12
Washington, DC 20555-0001

(a) Purchase Order No: _____
(b) Voucher/Invoice No: _____
(c) Date of Voucher/Invoice: _____

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name: _____
Telephone No: _____

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

	<u>Current Period</u>	<u>Amount Billed</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>			
(1) Direct Labor*	\$ _____		\$ _____
(2) Travel*	\$ _____		\$ _____
Total Direct Costs:	\$ _____		\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

ATTACHMENT I- SCHEDULE AND STATEMENT OF WORK

B.1 PROJECT TITLE

Evaluation of the Technical Adequacy of New PWR Sump Pump Design of Four Nuclear Power Plants in Response to Generic Letter (GL) 2004-02

B.2 BRIEF DESCRIPTION OF WORK

1. The Contractor will provide engineering expertise to assist NRC staff in determining the technical adequacy of the new sump design of four nuclear power stations. The Contractor will assist in an audit of four Nuclear Power Stations responses and implementation to Generic Letter (GL) 2004-02, specifically of the new sump designs in accordance with NRC requirements.
2. Only Contracting Officers of the NRC or other individuals specifically authorized under this task order may authorize the initiation of work under this task order. The provisions of this task order shall govern all required work hereunder.

B.3 SCHEDULE OF LABOR RATES/CATEGORIES

Labor Category	Rate \$
Program Manager/Senior Consultant	\$165.49
Consultant	\$121.42
Senior Engineer	\$100.41
Engineer	\$79.47
Senior Designer	\$76.03
Technician	\$50.34
Administrative	\$43.57

B.4 GENERAL BPA STATEMENT OF WORK

1.0 BACKGROUND

The NRC issues Generic Communications to the industry in the form of Information Notices, Generic Letters and Bulletins pertaining to or resulting from particular events that may have occurred at nuclear power plants; results from licensee and vendor deficiency reports, or other inspection results of a generic nature; potential generic safety questions or concerns resulting from events or inspections; or the results of research findings. Occasionally, particularly in the case of Generic Letters, licensees are requested to provide NRC with a response describing the effect(s), if

any, of a particular event, occurrence or other matter pertinent to their facility, the extent of the potential safety consequences of the effect on their facility, and whether or not they have sufficient safeguards in place to eliminate or otherwise mitigate any potentially adverse safety situation or consequence.

In June, 2003, the NRC identified Generic Safety Issue (GSI)-191, involving the potential for clogging of recirculation sump screens in pressurized water reactors (PWRs). Based on the findings of the GSI-191 ("Assessment of Debris Accumulation on PWR Sump Performance,") study conducted by the NRC Office of Nuclear Regulatory Research on ECCS suction/containment sump clogging in PWRs, the NRC staff issued a Safety Evaluation (SE) and Generic Letter (GL) 2004-02 pertaining to the PWR sump design guideline report developed by the Nuclear Energy Institute (NEI) in conjunction with the PWR Owners group. Through this GL and using the guidance approved by the SE, licensees are required to proceed to resolve the GSI-191 issue for each PWR plant. The NRC staff, through audit of licensees' responses to GL-2004-02, is reviewing implementation of the GL, specifically of the new sump designs in accordance with NRC requirements.

NRC staff has decided to audit four Nuclear Power Stations. Expert technical assistance is needed to supplement ongoing staff efforts in this area.

2.0 OBJECTIVE

The contractor shall provide all necessary personnel, materials, hardware, software, labor, supplies, equipment, travel, and other direct costs necessary to accomplish the performance of the tasks described in the Statement of Work.

3.0 SCOPE

This delivery order is to obtain engineering expertise to assist the staff in determining the technical adequacy of the new sump design of four nuclear power stations. Assistance is needed in the areas of: (1) evaluation of the Plant A Response to GL-2004-021; (2) evaluation of the Plant B Response to GL-2004-022; (3) evaluation of the Plant C Response to GL-2004-023; and (4) evaluation of the Plant D Response to GL-2004-024.

4.0 SPECIFIC TASKS

Completion Schedule

4.1 Task 1: Evaluation of the Plant 1 Response to GL-2004-02

4.1.1

Become familiar with the NRC requirements and the Licensee's proposed strainer intended to address GL-2004-02. Travel to NRC HQs and participate in a meeting with the licensee and the strainer vendor to review and discuss the new strainer design in the areas related to debris generation, transport and head loss evaluation as proposed and described in the licensee's analysis reports. Prepare a trip report.

One week after the meeting.

- 4.1.2 Based on NRC criteria and requirements defined in the SE and GL referenced above, review and evaluate the licensee's proposed design and identify deficiencies and the need for additional or clarifying information (RAIs). Prepare a technical letter report. Three weeks after completion of Subtask 4.1.1.
- 4.1.3 Prepare for and travel to testing site. To participate in a meeting with the licensee and the strainer vendor to review and discuss the new strainer design in the areas of testing procedures and scaling. Prepare a trip report. One week after the meeting.
- 4.1.4 Review and evaluate the licensee's responses to the RAIs. As necessary, assist the staff in resolving open issues by participating in telephone conference calls with the licensee, performing confirmatory calculations to verify the licensee's calculations, determining fault with the analyses and assumptions used and addressing issues such as determining the effect of the new strainer on the operability of other systems and evaluating the appropriateness of the methodology and assumptions used to design the size of the strainer. Prepare a technical letter report. The schedule is to be mutually agreed upon for each request and confirmed in writing by the Technical Monitor via E-mail which will state the agreed upon due date.
- 4.1.5 Evaluate any additional information provided by the licensee and prepare a technical letter report.
- a. Draft. Three weeks after receipt of any additional information or three weeks after completion of Subtask 4.1.4.
- b. Incorporate NRC comments and prepare the final report. Two weeks after receipt of NRC comments.
- 4.2 Task 2: Evaluation of the Plant 2 Response to GL-2004-02
- 4.2.1 Become familiar with the NRC requirements and the Licensee's proposed strainer intended to address GL-2004-02. Travel to NRC HQs and participate in a meeting with the licensee and the strainer vendor to review and discuss the new strainer design in the areas related to debris generation, transport and head loss. One week after the meeting.

evaluation as proposed and described in the licensee's analysis reports. Prepare a trip report.

4.2.2

Based on NRC criteria and requirements defined in the SE and GL referenced above, review and evaluate the licensee's proposed design and identify deficiencies and the need for additional or clarifying information (RAIs). Prepare a technical letter report.

Three weeks after completion of Subtask 4.2.1.

4.2.3

Prepare for and travel to testing site. To participate in a meeting with the licensee and the strainer vendor to review and discuss the new strainer design in the areas of testing procedures and scaling. Prepare a trip report.

One week after the meeting.

4.2.4

Review and evaluate the licensee's responses to the RAIs. As necessary, assist the staff in resolving open issues by participating in telephone conference calls with the licensee, performing confirmatory calculations to verify the licensee's calculations, determining fault with the analyses and assumptions used and addressing issues such as determining the effect of the new strainer on the operability of other systems and evaluating the appropriateness of the methodology and assumptions used to design the size of the strainer. Prepare a technical letter report.

The schedule is to be mutually agreed upon for each request and confirmed in writing by the Technical Monitor via E-mail which will state the agreed upon due date.

4.2.5

Evaluate any additional information provided by the licensee and prepare a technical letter report.

a. Draft.

Three weeks after receipt of any additional information or three weeks after completion of Subtask 4.2.4.

b. Incorporate NRC comments and prepare the final report.

Two weeks after receipt of NRC comments.

4.3 Task 3: Evaluation of the Plant 3 Response to GL-2004-02

4.3.1

Become familiar with the NRC requirements and the Licensee's proposed strainer intended to address GL-2004-02. Travel to NRC HQs and participate in a

One week after the meeting.

meeting with the licensee and the strainer vendor to review and discuss the new strainer design in the areas related to debris generation, transport and head loss evaluation as proposed and described in the licensee's analysis reports. Prepare a trip report.

4.3.2

Based on NRC criteria and requirements defined in the SE and GL referenced above, review and evaluate the licensee's proposed design and identify deficiencies and the need for additional or clarifying information (RAIs). Prepare a technical letter report.

Three weeks after completion of Subtask 4.3.1.

4.3.3

Prepare for and travel to testing site. To participate in a meeting with the licensee and the strainer vendor to review and discuss the new strainer design in the areas of testing procedures and scaling. Prepare a trip report.

One week after the meeting.

4.3.4

Review and evaluate the licensee's responses to the RAIs. As necessary, assist the staff in resolving open issues by participating in telephone conference calls with the licensee, performing confirmatory calculations to verify the licensee's calculations, determining fault with the analyses and assumptions used and addressing issues such as determining the effect of the new strainer on the operability of other systems and evaluating the appropriateness of the methodology and assumptions used to design the size of the strainer. Prepare a technical letter report.

The schedule is to be mutually agreed upon for each request and confirmed in writing by the Technical Monitor via E-mail which will state the agreed upon due date.

4.3.5

Evaluate any additional information provided by the licensee and prepare a technical letter report.

a. Draft.

Three weeks after receipt of any additional information or three weeks after completion of Subtask 4.3.4.

b. Incorporate NRC comments and prepare the final report.

Two weeks after receipt of NRC comments.

4.4 Task 4: Evaluation of the Plant 4 Response to GL-2004-02

4.4.1

Become familiar with the NRC requirements and the Licensee's proposed strainer intended to address GL-2004-02. Travel to NRC HQs and participate in a meeting with the licensee and the strainer vendor to review and discuss the new strainer design in the areas related to debris generation, transport and head loss evaluation as proposed and described in the licensee's analysis reports. Prepare a trip report.

One week after the meeting.

4.4.2

Based on NRC criteria and requirements defined in the SE and GL referenced above, review and evaluate the licensee's proposed design and identify deficiencies and the need for additional or clarifying information (RAIs). Prepare a technical letter report.

Three weeks after completion of Subtask 4.4.1.

4.4.3

Prepare for and travel to testing site. To participate in a meeting with the licensee and the strainer vendor to review and discuss the new strainer design in the areas of testing procedures and scaling. Prepare a trip report.

One week after the meeting.

4.4.4

Review and evaluate the licensee's responses to the RAIs. As necessary, assist the staff in resolving open issues by participating in telephone conference calls with the licensee, performing confirmatory calculations to verify the licensee's calculations, determining fault with the analyses and assumptions used and addressing issues such as determining the effect of the new strainer on the operability of other systems and evaluating the appropriateness of the methodology and assumptions used to design the size of the strainer. Prepare a technical letter report.

The schedule is to be mutually agreed upon for each request and confirmed in writing by the Technical Monitor via E-mail which will state the agreed upon due date.

4.4.5

Evaluate any additional information provided by the licensee and prepare a technical letter report.

a. Draft.

Three weeks after receipt of any additional information or three weeks after completion of Subtask 4.4.4.

b. Incorporate NRC comments and prepare the final

Two weeks after

report.

receipt of NRC
comments.

5.0 LEVEL OF EFFORT

The estimated level of effort in professional staff hours apportioned among the tasks are as follows:

<u>Tasks</u>	<u>Level of Effort (hours)</u>	
	<u>FY-06</u>	<u>FY-07</u>
4.1.1.	20	
4.1.2.	28	
4.1.3.	40	
4.1.4.	72	
4.1.5.	<u>32</u>	
Subtotal	192	
4.2.1.	20	
4.2.2.	28	
4.2.3.	40	
4.2.4.	8	64
4.2.5.	<u> </u>	<u>32</u>
Subtotal	96	96
4.3.1.		20
4.3.2.		28
4.3.3.		40
4.3.4.		72
4.3.5.		<u>32</u>
Subtotal		192
4.4.1.		20
4.4.2.		28
4.4.3.		40
4.4.4.		72
4.4.5.		<u>32</u>
Subtotal		192
Subtotal	288	480 = 768 hours
Project management:	8	8 = 16 hours
Total - professional staff effort:		784 hours
Program support	8	8 = 16 hours

6.0 PERIOD OF PERFORMANCE

The projected period of performance is eight months from authorization of work.

7.0 DELIVERABLES

Technical Reporting Requirements

NOTE: All reports are to be prepared using WordPerfect 10.0 or compatible format and submitted electronically to the Technical Monitor with a copy provided to the Project Manager and Contracting Officer.

- 7.1. At the completion of Subtasks 4.1.1., 4.2.1, 4.3.1 and 4.4.1, submit a trip report that contains a summary of the significant highlights of the meeting reflecting insights on possible strengths and weaknesses of the analysis, results and data presented, any responses to staff questions raised during the meeting and actions due and by whom; and when, if known. Include a copy of the slides or other visuals used during the presentation.
- 7.2. As Subtasks 4.1.2, 4.2.2, 4.3.2 and 4.4.2, submit a technical letter report that contains a detailed technical evaluation of licensee's new strainer design and analyses addressing the technical adequacy of the proposed new strainer design and the bases for the conclusion. Provide a list of any outstanding issues and requests for additional information and the basis or bases clearly articulated.
- 7.3. At the completion of Subtasks 4.1.3., 4.2.3., 4.3.3. and 4.4.3., submit a trip report that contains (1) a summary of the open items reviewed during the meeting and the results of the review and (2) a list of outstanding issues (including the significance of these issues) identified during the meeting.
- 7.4. For Subtasks 4.1.4., 4.2.4., 4.3.4. and 4.4.4., at the completion of each request for technical assistance to address an RAI, close an open item or to address a management comment or concern, submit a technical letter report that contains the results of the work performed in the format suitable for incorporation into the safety analysis report, if applicable. If the submission of a technical letter report is not required, a brief summary of the request, results provided and date provided is to be described in the Monthly Business Letter Report. At the completion of the last request, as instructed by the Technical Monitor, update the report in Subtask 4.1.2., 4.2.2, 4.3.2. and 4.4.2. respectively.
- 7.5. At the completion of Subtasks 4.1.5, 4.2.5, 4.3.5 and 4.4.5 submit a technical letter report, draft and final as appropriate, that contains the results of the evaluation of additional information provided and updates the technical letter report completed under Subtask 4.1.4., 4.2.4., 4.3.4. and 4.4.4.

8.0 MONTHLY BUSINESS LETTER REPORT

See Enclosure A.

9.0 NRC-FURNISHED MATERIALS

The NRC Safety Evaluation Report, "GSI-191 SE, Revision 0, "Pressurized Water Reactor Containment Sump Evaluation Methodology" dated December 6, 2004, and GL-2004-02, "Potential Impact of Debris Blockage on Emergency Recirculation During Design Basis Accidents at Pressurized-Water Reactors," dated September 13, 2004, can be found at the following web site:

<http://www.nrc.gov/reactors/operating/ops-experience/pwr-sump-performance.html>

All the licensee submittal material will be available during the meetings with licensees.

NOTE: These documents contain proprietary information and they must be safeguarded against unauthorized disclosure. After completion of work, the documents should either be destroyed or returned to NRC. If they are destroyed, please confirm this in an E-mail to the Technical Monitor with a copy to the Project Officer and include the date and manner in which the documents were destroyed.

10.0 OTHER APPLICABLE INFORMATION

10.1 License Fee Recovery

The work to be performed under this task order is not licensee fee recoverable.

Monthly Business Letter Reporting Requirements

A monthly business letter report (MBLR) will be submitted by the 15th of each month to the Project Officer, Mr. B. L. Grenier, NRR, E-mail: BLG@NRC.GOV; with copies provided to the Technical Monitor, Dr. Shanlai Lu, E-mail = SXL2@NRC.GOV; Mr. Michael L. Scott, E-mail = MLS3@NRC.GOV; the Funds Certification Officer, NRR, Tanya D. Champion, E-mail: TDC1@NRC.GOV; and to the Contract Specialist, Jennifer A. DeFino, Division of Contracts, ADM, E-mail = JAD2@NRC.GOV ; and to Mr. Richard K. Skinker, Office of the Chief Financial Officer, E-mail = RKS@NRC.GOV.

Each report will include the Sections described below:

I. WORK PROGRESS STATUS

1.a. Task Order Identification Information

- The Job Code Number (JCN) and title
- The principal investigator(s) and telephone number(s)
- The NRC Project Officer and telephone number
- The NRC Technical Monitor(s) and telephone number

1.b. The period of performance.

1.c. Financial Summary

- The authorized ceiling amount
- The total amount of funds obligated to date
- The total cost for the period
 - The total cost for the fiscal year to date
 - The total cost cumulative to date
- Percent of funds expended against obligated funds

2. Schedule/Milestone Information in the following format:

<u>Tasks</u>	<u>Planned Completion Date</u>	<u>Revised Completion Date</u>	<u>Actual Date</u>
Provide a <u>brief</u> summary of the work; include any report or travel.	The day, month and year scheduled for completion, or time-frame if a date is not known or projected.	The revised day, month and year based on a change. The reason for the change must be given in the "Problem/Resolution" section below.	The day, month and year <u>all</u> of the work is actually completed.

3. Work Performed During the Period

A description of the work performed and accomplished commensurate with the amount of funds expended; i.e., the description should provide the reader with sufficient explanation of the work to justify the amount of expenditures.

Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the persons traveling, the duration of the travel, the purpose of the travel, and any work/accomplishments not reflected elsewhere.

4. Problem/Resolution

- All problems encountered during the period should be clearly and succinctly identified and stated. Then, the resolution or the proposed solution should be briefly described. It should be clearly evident, from a reading of the description, who is responsible for solving the problem, should it still exist at the time the report is written.
- Notwithstanding the status of the problem at the time the MBLR is written, all problems should be recorded in the "Problem/ Resolution" section of the MBLR for documentation/historical purposes. If the problem still exists in a subsequent month, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.
- Problem or circumstances that require a change in the level of effort/costs, scope, or travel requirements are to be described in the MBLRs for documentation purposes but are to be dealt with separately in a letter addressed and sent to the NRR project manager.

5. Plans for Next Period

Provide a brief description of the work to be performed/accomplished during the next reporting period. If a milestone is expected to be completed during the next report period, so state.

II. FINANCIAL STATUS

1. Provide the total direct staff use (including subcontractor hours) and the amount of funds expended (costed) during the period and total cumulative year to date in the following categories for each task order:

	<u>Current Month</u>	<u>Fiscal Year to Date</u>	<u>Total To Date</u>
a. <u>Total Labor (hours)</u>			
(1) Management	XX	XX	XX
(2) Technical	XX	XX	XX

(3) Support	XX	XX	XX
Subtotal	XX	XX	XX
Contractor hours	<u>XX</u>	<u>XX</u>	<u>XX</u>
Total Hours			
b. <u>Total Travel</u>			
(a) Domestic	XX	XX	XX
(b) Foreign	<u>XX</u>	<u>XX</u>	<u>XX</u>
Total Travel	<u>XX</u>	<u>XX</u>	<u>XX</u>
Total Reimbursable Costs	<u>XX</u>	<u>XX</u>	<u>XX</u>