

AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)

RATING
N/A

PAGE OF PAGES
1 OF 29

2. CONTRACT NO. (Proc. Inst. Ident.)
NRC-03-06-052

3. EFFECTIVE DATE
See Block 19c

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
NRR-06-052

5. ISSUED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Rachel Glaros, (301) 415-3672
Mail Stop T-7-I-2
Washington, DC 20555

CODE
3100

6. ADMINISTERED BY (If other than Item 5)
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2
Attn:
Washington, DC 20555

CODE
3100

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

LEGIN GROUP INC

12850 MIDDLEBROOK ROAD, SUITE 308

GERMANTOWN MD 208745204

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified)
ITEM
TO THE ADDRESS SHOWN IN:

CODE 007549587
FACILITY CODE
11. SHIP TO/MARK FOR
U.S. Nuclear Regulatory Commission

Washington DC 20555

CODE
3100

12. PAYMENT WILL BE MADE BY
U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (NRC-03-06-052)

Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()

14. ACCOUNTING AND APPROPRIATION DATA
620-15-113-107 J-3317 252A 31X0200.260
FFS # NRC-06-052 OBLIGATE \$200,000.00

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|--------------|---|---------------|-----------|-----------------|-------------|
| | The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) services described in Section C "Statement of Work" and in accordance with the terms and conditions of this contract. ORCA.GOV incorporated by reference | | | | |

15G. TOTAL AMOUNT OF CONTRACT \$418,932.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.)
Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
Thomas C. Pruitt Jr., President

19B. NAME OF CONTRACTOR
BY *[Signature]*
(Signature of person authorized to sign)

19C. DATE SIGNED
9/14/06

20A. NAME OF CONTRACTING OFFICER
Donald A. King
Contracting Officer

20B. UNITED STATES OF AMERICA
BY *[Signature]*
(Signature of Contracting Officer)

20C. DATE SIGNED
9/17/2006

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

Technical and Administrative Assistance for Updating NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants"

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide technical and administrative assistance to the Office of Nuclear Reactor Regulation to support the update of NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants"

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

(a) The total estimated cost to the Government for full performance of this contract is \$418,932, of which the sum of \$387,900 represents the estimated reimbursable costs, and of which \$31,032 represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is \$200,000 of which the sum of \$185,185 represents the estimated reimbursable costs, and of which \$14,815 represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through December 2006.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 BACKGROUND**

The Office of Nuclear Reactor Regulation (NRR) is responsible for the licensing and regulatory oversight of civilian nuclear power reactors and research and test reactors in the United States. NRR implements regulations and develops and implements policies, programs, and procedures pertaining to all aspects of licensing and inspection of these facilities. NRR activities for new reactor licensing include application reviews for reactor design certifications, early site permits (ESPs), combined license (COL) applications, and new reactor pre-application activities.

As discussed in SECY-05-0139, "Semiannual Update of the Status of New Reactor Licensing Activities and Future Planning for New Reactors," dated August 4, 2005, recent developments within the United States and abroad have contributed to increased interest in licensing and construction of new reactors. Nuclear energy is also encouraged by the 2005 Energy Act. In the 2005 Energy Act, the U.S. Government is providing standby support for any delays due to U.S. NRC reviews. Given this heightened interest, anticipated growth, and importance of meeting the schedule of new reactor licensing activities, NRR undertook a major reorganization to address the anticipated increased workload for new reactor licensing and plans to add additional staff. In addition, in the Staff Requirements Memorandum, dated May 10, 2005, from the April 6, 2005, Commission Briefing on Status of New Site and Reactor Licensing, the Commission requested the staff update licensing guidance documents including NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants" (SRP) to support new reactor licensing anticipated to commence in September 2007.

The NRC is updating NUREG-0800 to provide guidance on the review of applications that is tendered in 10 CFR Parts 50 and 52. Part 50 applications relate to construction permit and operating license applications, and part 52 applications relate to early site permits (ESP), design certification, and combined license applications. New applications are likely to be submitted under the streamlined licensing process of Part 52. NUREG-0800 consists of approximately 19 Chapters containing approximately 290 sections within these chapters, and two appendices.

C.2 OBJECTIVE

The objective of this contract is to acquire technical and administrative services to support NRC staff in updating NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants" to support the reviews of new reactor license applications.

C.3 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The contractor shall provide technical editing to format and edit the SRP sections. The contractor shall provide engineers that are generally experienced in the area of materials, mechanical, electrical, systems and civil/structural engineering. The contractor shall provide a project manager to oversee the efforts and ensure the timely submittal of quality deliverables so that all information is accurate and complete.

The contractor shall provide administrative staff that are experienced in computer-based word processing systems including WordPerfect Office (WordPerfect 8 or 10, Appointment Calendar, E-Mail), internet tools, (i.e., Microsoft Internet Explorer) and other database applications, i.e., maintaining automated tracking/scheduling systems.

If any work shall be subcontracted or performed by consultants, the contractor shall obtain written approval from the CO prior to initiation of the subcontracted effort. Conflict of interest considerations shall apply to any subcontracted effort.

C.4 WORK REQUIREMENTS AND SCHEDULE

The contractor shall assist the NRC staff with preparing an updated version of NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants," The content and format of the updated document shall be in accordance with the following:

- NRR Office Instruction LIC-200, "Standard Review Plan (SRP) Process,"
- NUREG-0650, "Publishing Documents in the NUREG Series,"
- NUREG-1379, "NRC Editorial Style Guide,"
- U.S. Government Printing Office Style Manual, 2000
- Management Directive 3.7, "NUREG-Series Publications"

The contractor shall provide assistance with updating up to 250 of the 290 sections within the SRP and the appendices. The actual SRP update assignments shall be made by the TM on a section-by-section basis, in accordance with the Final Project Plan. The contractor shall incorporate technical input and information as provided by the TM into the SRP sections to update the document. Information on the update process is located at: <http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>. Once established and approved by the TM, the final project plan, inclusive of schedule, shall form the basis for accomplishment of this effort and shall be used as a means to assess performance. The contractor shall organize, track, and manage changes in a structured, systematic, and a transparent manner throughout the review and production of each deliverable.

Work on the project shall require frequent interactions between the contractor, the TM, and the NRC staff. A draft project schedule is available in ADAMS under Accession No. ML051030430. The contractor shall review this document to obtain an understanding of the division of responsibilities between the contractor and the NRC staff and the interactions needed to successfully complete the project. For planning purposes, the final draft of the proposed update of the SRP, which the NRC shall publish for use and comment, shall be available to the public as sections are completed on a section by section basis, and in its entirety on or about March 31, 2007.

The scope of work for the SRP update is described in the following tasks:

Task 1: Final Project Plan and Kick-off Meeting

The contractor shall attend a project kick-off meeting at the NRC Headquarters in Rockville, Maryland, within five working days from the award of the contract, or as otherwise directed by the TM. The purpose of the initial meeting is to discuss and finalize the Draft Project Plan provided in response to the contract request for proposal. The TM and contractor PM shall establish the elements of the Final Project Plan, inclusive of deliverables, schedules, and staffing, and staff shall discuss expectations and objectives of the technical assistance, timeliness and quality of products. The final project plan shall be due 10 days after the project kick-off meeting.

Task 2: Review of SRP Sections and Development of SRP Framework

For each SRP section identified by the TM, the contractor shall review and organize the technical information necessary for inclusion into the SRP. The TM shall provide an SRP framework which is a skeleton illustrating the format of the SRP, in accordance with the guidance provided in LIC-200. The SRP framework provided will contain text that should appear in every SRP section as well as general guidance for each section. The contractor shall become familiar with this SRP framework and review and extract the technical information from the template accordingly, for incorporation into each specific SRP section. The contractor shall provide the necessary engineering and technical editing review of the SRP framework to ensure the documents are complete and meet the NRC publication requirements. Contractor identified technical and administrative questions or issues shall be highlighted. The deliverables are reformatted SRP frameworks based on the

guidance provided in LIC-200. NRC review of the SRP frameworks shall be completed and comments provided to the contractor in two working days from date of receipt of the deliverable, or as otherwise established by the TM. The contractor shall revise the SRP frameworks to incorporate comments received from the TM within two working days of receipt of comments, or as otherwise directed by the TM. The schedule of completion of Task 2 shall be no later than one week after contractor receipt of NRC final comments on the framework (estimated to be September 15, 2006).

Task 3: SRP Section

The contractor shall incorporate specific technical content from the last official version, the 1996 draft version or current working file, and other additional information also provided by the TM into the SRP sections framework. Most of the SRP sections will be available in Word Perfect. There will be less than 10 sections which may need to be converted or retyped. These files are currently available in .pdf files which are OCR'ed scanned images. The contractor shall also update the appendices in the SRP sections. The contractor shall provide the necessary engineering and technical editing review of the SRP sections to ensure the documents are complete and meet the NRC publication requirements. Recommended technical and editorial changes to the specific technical evaluation input and additional information shall be provided to the TM in highlighted or redlined/strikeout format for review two work days from receipt of technical information for each section, or as otherwise directed by the TM. Because of the tight project schedule, it is expected that the TM shall provide comments on these SRP sections to the contractor in numerous batches. The contractor shall revise the SRP sections based on comments received from the TM and submit final draft SRP sections with updated appendices within two working days from receipt of comments, or as otherwise directed by TM. The schedule of completion of Task 3 shall be no later than two weeks after contractor receipt of NRC final comments on the last SRP Section (estimated to be November 15, 2006).

Task 4: Final SRP Report (NUREG-0800)

Task 4 may be initiated while task 3 is being completed. The contractor shall revise the SRP sections based on the NRC internal review comments provided by the TM. The contractor shall prepare NRC forms that are necessary for publication. Specific to each section is an NRC Form 335, Bibliographic Datasheet, which is appended to each section. Also, NRC Form 426, "Authorization of Publication" is required. This form authorizes the publication of the document. One form per section shall be prepared. The contractor shall provide the necessary engineering and technical editing review of the SRP sections to ensure the document is complete and meets the NRC publication requirements. The technical editor reviews shall focus on changes to the SRP compared to the SRP prepared under Task 3. Recommended technical editorial changes to the comments and additional information shall be provided to the TM in a highlighted or redlined/strikeout format for review. Because of the tight project schedule and multiple NRC stakeholders, it is expected that the TM shall provide comments on these SRP sections to the contractor in numerous batches. The contractor shall revise the SRP sections to incorporate comments received from the TM within two working days of receipt of comments, or as otherwise directed by the TM. The contractor shall submit a final SRP that is camera ready for NUREG publications. The schedule of completion of Task 4 shall be no later than two weeks after contractor receipt of NRC final comments on the SRP (estimated to be February 16, 2007).

Task 5: Related Support

As requested by the TM, the contractor shall provide up to 160 staff-hours of related support to assist with completing this project after the conclusion of task 4. Assistance may include, but is not limited to, performing corrections to the final SRP identified during the publication process.

C.5 PERFORMANCE STANDARDS

The deliverables required under this effort must conform to the standards contained or referenced in this statement of work. The Performance Requirements Summary (Attachment 1) outlines the performance

requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to this effort.

C.6 DELIVERABLES

Technical Reporting Requirements

The deliverables for each task are described under the individual tasks and are summarized below. For all tasks the contractor shall provide a draft deliverable prior to the final deliverable. When mutually agreed upon between the contractor and the TM, the contractor may submit preliminary or partial drafts to help gauge the contractors understanding of the particular work requirement.

The contractor shall provide the following deliverables in electronic format (NRC-APPROVED versions of WordPerfect and Microsoft Project or similar format as appropriate) and one hard copy to the TM and the PM:

Task 1:

Deliverable: Final Project Plan

Due: 10 days after Project Kick-Off Meeting

Task 2:

Deliverable: Reformatted SRP framework

Due: The schedule of completion of Task 2 shall be no later than one week after contractor receipt of NRC final comments on the framework.

Task 3:

Deliverable: Updated Draft SRP Sections and appendices. This deliverable consists of one clean copy and one highlighted or redlined/strikeout comparison document of contractor- recommended changes.

Due: The schedule of completion of Task 3 shall be no later than two weeks after contractor receipt of NRC final comments on the last SRP Section.

Task 4:

Deliverable: Final SRP Report (NUREG-0800) This report is camera ready for NUREG publications. This deliverable consists of one clean copy and one highlighted or redlined/strikeout comparison document of contractor-recommended changes.

Due: The schedule of completion of Task 4 shall be no later than two weeks after contractor receipt of NRC final comments on the SRP.

Monthly Status Report

The contractor shall provide monthly status reports by the 15th of each month. The report shall provide the technical and financial status of the effort. The contractor shall transmit the report by e-mail to the following:

- PM
- TM
- Tanya Champion, Program Management, Policy Development and Planning Staff (PMAS), NRR, (TDC1@NRC.GOV)
- R. Skinker, Office of Chief Financial Officer (OCFO). (RKS2@NRC.GOV)

A hard copy of the report shall be mailed to the CO. The format and content requirements for the report are contained in Attachment 2.

The technical status section of the report shall contain a summary of the work performed under each SRP Section during the reporting period; milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with contractor's recommendations for resolution; and planned work for the

next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total award amount and funds obligated to date; total costs incurred in the reporting period, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract.

C.7 MEETINGS AND TRAVEL

Meetings with the NRC

The following meeting and travel is anticipated. The travel shown below is an anticipated maximum for the purposes of providing a proposal.

One (1) 3-person, half-day trips to the NRC Headquarters in Rockville, Maryland.
Twenty-five (25) 1-person, 1-hour trips to the NRC Headquarters in Rockville, Maryland.

C.8 NRC FURNISHED MATERIALS

The NRC TM shall provide the contractor with the SRP sections and the SRP framework. The TM can also provide other applicable background information and reference documentation. For the purpose of providing a proposal, the NRC web site below, contains SRP sections in NUREG-0800 "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants."

<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>

The following documents related to this effort are available through NRC Agency-wide Document Access and Management System (ADAMS) at: <http://www.nrc.gov/reading-rm/adams/web-based.html> as follows:

NRR Office Instruction LIC-200, "Standard Review Plan (SRP) Process," <http://www.nrc.gov/reading-rm/adams/web-based.html> (Accession number ML060300069)

NUREG-1379, "NRC Editorial Style Guide," (Accession number ML041050307)

NUREG-650, "NRC Collection of Abbreviations," (Accession number ML041050544)

Management Directive 3.7, "NUREG-Series Publications" is provided as a attachment to the contract.

C.9 LICENSE FEE

The effort to be performed under this contract is not license fee recoverable.

C.10 EXPECTED CLASSIFICATION OR SENSITIVITY

All work under this project is expected to be unclassified and not sensitive.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|----------|--|----------|
| 52.246-5 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR 1984 |

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| 52.242-15 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984) | AUG 1989 |
| 52.247-34 | F.O.B. DESTINATION | NOV 1991 |

F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.7, "NUREG-Series Publications." Management Directive 3.7 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to as specified in the Statement of Work:

- (a) Project Officer
U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
MS 0-12D19
11555 Rockville Pike
Rockville, MD 20852
- (b) Technical Monitor
U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
MS 0-5H21
11555 Rockville Pike
Rockville, MD 20852
- (c) Contracting Officer
U.S. Nuclear Regulatory Commission
Office of Administration
Division of Contracts, CMB2, MS T-7-I-2
11545 Rockville Pike
Rockville, MD 20852

F.4 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on day of award and will expire 12 months from award date.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY (FEB 2004)**

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

Name: Elinor Cunningham

Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
MS 0-12D19
Rockville, MD 20852

Telephone Number: 301-415-6580

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

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

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

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

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

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

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

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

G.2 2052.216-71 INDIRECT COST RATES (JAN 1993)

(a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

| INDIRECT COST POOL | RATE | BASE | PERIOD |
|--------------------|---|------------------------------------|--------------------------------|
| Fringe Benefits |  | Direct Labor | Award thru following 12 months |
| Overhead | | Direct Labor + Fringe Benefits | Award thru following 12 months |
| G&A | | Direct/Indirect/Other Direct Costs | Award thru following 12 months |

(b) The contracting officer may adjust these rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

- (i) Use this information for any private purpose until the information has been released to the public;
- (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
- (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
- (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.2 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 contract 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 contract 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 contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

H.4 SEAT BELTS

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

H.5 Annual and Final Contractor Performance Evaluations

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.6 Compliance with U.S. Immigration Laws and Regulations

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

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

(End of Clause)

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.202-1 | DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2005 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (OCT 2003) | OCT 2003 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JAN 2005 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | DEC 2002 |
| 52.216-8 | FIXED-FEE | MAR 1997 |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUN 2003 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY 2004 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC 1996 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2002 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER | DEC 2001 |

| | | |
|-----------|---|----------|
| 52.222-36 | ELIGIBLE VETERANS AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.225-1 | BUY AMERICAN ACT--SUPPLIES | JUN 2003 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FEB 2006 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.227-14 | RIGHTS IN DATA--GENERAL | JUN 1987 |
| 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION | OCT 2003 |
| 52.233-3 | PROTEST AFTER AWARD ALTERNATE I (JUN 1985) | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984) | AUG 1987 |
| 52.244-2A | SUBCONTRACTS ALTERNATE I (JAN 2006) | JAN 2006 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS | FEB 2006 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.248-1 | VALUE ENGINEERING | FEB 2000 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) (MAY 2004) | MAY 2004 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.2 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the

contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

I.3 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The will notify the Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.4 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated

products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

| ATTACHMENT NUMBER | TITLE | DATE | NO. PAGES |
|----------------------|--|------|--------------|
| 1. | PERFORMANCE SUMMARY REQUIREMENT | | |
| 2. | MONTHLY STATUS REPORT | | |
| 3. | BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACT | | |
| 4. | MANAGEMENT DIRECTIVE 3.7, "NUREG- SERIES PUBLICATIONS" | | |

PERFORMANCE REQUIREMENT SUMMARY

| Performance Requirement and Deliverables | Standard | Method of Review | Incentives / Deduction |
|--|--|--|--|
| <p>Task 2</p> <p>Review of SRP Sections and Development of SRP Framework.</p> <p>Deliverable: SRP frameworks based on the guidance provided in LIC-200</p> | <p>SRP frameworks that meets guidance provided in LIC-200</p> <p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document.</p> | <p>Contractor tracking system validates all information is included and TM shall review.</p> <p>PM & TM to verify.</p> | <p>Full payment for 100% compliance.</p> |
| <p>Task 3</p> <p>Draft SRP Sections.</p> <p>Deliverable: Updated Draft SRP Sections and appendices with technical, editorial and TM comments incorporated. This deliverable consists of one clean copy and one highlighted or redline/strikeout comparison document.</p> | <p>SRP contains all technical and administrative information and supplemental information from TM SRP framework.</p> <p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document.</p> <p>NRC comments on deliverable are incorporated correctly into draft within two working days, or as otherwise directed by TM.</p> <p>Tracking system must provide traceability for all input and changes.</p> | <p>Contractor tracking system validates all information is included and TM shall review.</p> <p>TM/NRC review.</p> <p>TM review.</p> <p>PM & TM to verify.</p> | <p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect shall be corrected by contractor. If not incorporated after initial identification by NRC, contractor shall add/correct at its own expense.</p> <p>No adjustment to deliverable due dates under next 2 tasks as a result of unacceptable delay in Task 2 deliverables.</p> <p>Increased NRC surveillance and additional contractor reporting requirements.</p> |
| <p>Task 4</p> <p>Final SRP Report (NUREG-0800).</p> <p>Deliverable: Final SRP Report (NUREG-0800) with technical, editorial and TM comments incorporated. This report is camera ready for NUREG publications. This deliverable consists of one clean copy and one highlighted or redlined/strikeout comparison document.</p> | <p>All technical input is included correctly.</p> <p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document.</p> | <p>Contractor quality review and tracking system shall validate and TM shall review.</p> <p>TM/NRC review.</p> | <p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect shall be corrected by contractor. If not incorporated after initial identification by NRC, contractor shall add/correct at its own expense.</p> |

C. Work Performed

Work under this task is XX percent complete.

Task 1

Task 2

D. Problems/Resolution

E. Travel for This Period

| Name | Start Date | End Date | Destination |
|------|------------|----------|-------------|
| | | | |
| | | | |

F. Plans for Next Period

Task 1

Task 2

BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **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:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 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:

U.S. Nuclear 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.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

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 1**). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and 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 start-up 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 docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL 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 contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

1. Official Agency Billing Office

J.S. Nuclear Regulatory Commission
Division of Contracts MS: T-7-I-2
Washington, DC 20555-0001

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of his contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number.
Task Order No. Insert the task order number (if Applicable).
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Direct Costs - Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

| Labor Category | Hrs. Billed | Rate | Total | Cumulative Hrs. Billed |
|----------------|-------------|------|-------|------------------------|
|----------------|-------------|------|-------|------------------------|

(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

(3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

(4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.

- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Total costs associated with each trip must be shown in the following format:

| <u>Start Date</u> | | <u>Destination</u> | | <u>Costs</u> |
|-------------------|----|--------------------|----|--------------|
| From | To | From | To | \$ |

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.

h. Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.

Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well. The contractor may bill for fixed fee only up to 85% of total fee.

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

c. Adjustments. For cumulative amount, include outstanding suspensions.

Grand Totals.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

b. Sample Voucher Information

This voucher represents reimbursable costs for the billing period from the billing period from ___through__.

| | <u>Amount Billed</u> | |
|---|-----------------------|-------------------|
| | <u>Current Period</u> | <u>Cumulative</u> |
| a) <u>Direct Costs</u> | | |
| (1) Direct labor*..... | | |
| (2) Fringe benefits (% , if computed as percentage)..... | | |
| (3) Capitalized nonexpendable equipment (\$50,000 or more - see instructions)*..... | | |
| (4) Non-capitalized equipment, materials, and supplies..... | | |
| (5) Premium pay (NRC approved overtime)..... | | |
| (6) Consultants*..... | | |
| (7) Travel*..... | | |
| (8) Subcontracts*..... | | |
| (9) Other costs*..... | | |

Total Direct Costs

- (b) Indirect Costs
 (A) Overhead ___ % of _____ (Indicate Base).....
 (B) General & Administrative Expense ___ % of Cost Elements Nos. _____
 Total Direct & Indirect Costs
- (c) Fixed-Fee (Cite Formula):
 (d) Total Amount Billed.....
 (e) Adjustments.....
 (f) Grand Totals.....
- * (Requires Supporting Information -- See Sample below)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

| <u>Labor Category</u> | <u>Hours</u> | <u>Billed</u> | <u>Rate</u> | <u>Cumulative</u> | |
|-----------------------|--------------|---------------|-------------|-------------------|--------------------|
| | | | | <u>Total</u> | <u>Hrs. Billed</u> |
| Senior Engineer I | 100 | | \$14.00 | \$1400 | 975 |
| Engineer | 50 | | \$10.00 | \$500 | 465 |
| Computer Analyst | 100 | | \$5.00 | \$500 | 320 |
| | | | | \$2400 | |

3) Capitalized Non-Expendable Equipment

Prototype Spectrometer - item number 1000-01 \$60,000

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00
 6 Pairs Electrostatic gloves @ \$150.00 = \$900.00
 \$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
 (This was approved by NRC in letter dated 3/6/95).

i) Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

j) Travel

| <u>Start Date</u> | <u>Destination</u> | <u>Costs</u> |
|-------------------|--------------------|--------------|
| 3/1/89 | Wash., DC | \$200 |

FEE RECOVERY BILLING REPORT

FIN:

Facility Name or Report Title:

**TAC or Inspection Report Number:
(or other unique identifier)**

Docket Number (if applicable):

| Cost Categories | Period Amt. | Period Cost Incurred | Fiscal Year To Date Costs | Total Cumulative Costs |
|------------------------|--------------------|---------------------------------|--------------------------------------|-----------------------------------|
|------------------------|--------------------|---------------------------------|--------------------------------------|-----------------------------------|

Labor

Materials

**Subcontractor/
Consultant**

Travel

Other (specify)

Common Costs

Total

Remarks:

C:\Documents and Settings\med\Desktop\Jeff\Billing instruct CR (October 2003).wpd