SEP-28-2007 18:34 P.01/26

ORDER FOR SUPPLIES OR SERVICES

GS10F0294K DR-07-0289

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

DATE OF ORDER 9/28/2007	2. CONTRACT NO. (If any) GS10F0294X
ORDER NO. DR-07-0289	MODIFICATION NO.
	4. REQUISITION/REFERENCE NO. NMS-07-003 8/2/2007

ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Betty Freeman
Mail Stop T-7-I-2
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: One White Flint North, 11555 Rockville Pike, Mail Stop: 15D21
c. CITY: Washington d. STATE: DC e. ZIP CODE: 20555
f. SHIP VIA

7. TO:
NAME OF CONTRACTOR: JUPITER CORPORATION
COMPANY NAME
STREET ADDRESS: 2730 UNIVERSITY BLVD W # 900
CITY: WHEATON d. STATE: MD e. ZIP CODE: 209021905

8. TYPE OF ORDER
[ ] a. PURCHASE — REFERENCE YOUR ____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[X] b. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

ACCOUNTING AND APPROPRIATION DATA $38,394.00
Appropriation No.: 31X0200; B&R Number: 750-15-333-208;
Job Code: J5601; BOC: 252A.
FFS Commitment Number: 5007R004 DUNS No.:187378740

10. REQUISITIONING OFFICE NMS
B.DuBose/A. Bradford

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] g. SERVICE-DISABLED VETERAN-OWNED
[ ] d. WOMEN-OWNED [ ] e. HUBZone [ ] f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF a. INSPECTION	b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall provide technical assistance to support the NRC Staff in the development of a comprehensive list of fuel cycle events that have occurred at NRC-regulated facilities. The contractor may also be required to provide training to NRC staff on the various factors of Fuel Incident Notification and Analysis System (FINAS) to allow for prompt reporting of safety events in the future, utilizing the NEA/IAEA FINAS codes and commands, and provide safety assessments. This is a cost plus fixed fee order. The period of performance is for one year (9/28/2007-9/27/2008). The total estimated cost plus fixed fee for both base year and optional tasks is $56,462. ACCEPTED: 9/28/07 Pat Jupiter, President and CEO					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$38,394.00 17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME: U.S. Nuclear Regulatory Commission, Payment Team, Mail Stop T-9-H-4			
b. STREET ADDRESS (or P.O. Box): Attn: (DR-07-0289)			
c. CITY: Washington	d. STATE: DC	e. ZIP CODE: 20555	$38,394.00 17(i). GRAND TOTAL

SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA BY (Signature)
23. NAME (Typed): Robert B. Webber
TITLE: CONTRACTING/ORDERING OFFICER

Page 1

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 19 2007

ADM002

ORDER FOR SUPPLIES OR SERVICES

~~GS10F0294K DR-07-0289~~

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

PAGE 1 OF PAGES

1. DATE OF ORDER: 9/28/2007
2. CONTRACT NO. (If any): GS10F0294K
3. ORDER NO.: DR-07-0289 MODIFICATION NO.
4. REQUISITION/REFERENCE NO.: NMS-07-003 8/2/2007
5. ISSUING OFFICE (Address correspondence to):
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Betty Freeman
Mail Stop T-7-I-2
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: One White Flint North
11555Rockville Pike
Mail Stop: 15D21
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: JUPITER CORPORATION
b. COMPANY NAME
c. STREET ADDRESS: 2730 UNIVERSITY BLVD W # 900
d. CITY: WHEATON
e. STATE: MD
f. ZIP CODE: 209021905

8. TYPE OF ORDER
[ ] a. PURCHASE
REFERENCE YOUR _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

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Job Code: J5601; BOC: 252A.
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[ ] d. WOMEN-OWNED [ ] e. HUBZone [ ] f. EMERGING SMALLBUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

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SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT
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17(h) TOTAL (Cont. pages): $38,394.00

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c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555

17(i). GRAND TOTAL: $38,394.00

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed): Robert B. Webber
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
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OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TASK ORDER TERMS AND CONDITIONS

A – SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

A.1. PROJECT TITLE

The title of this project is as follows:

"TECHNICAL ASSISTANCE IN THE DEVELOPMENT OF A COMPREHENSIVE LIST OF FUEL CYCLE EVENTS AT U.S. NUCLEAR REGULATORY COMMISSION (NRC) REGULATED FACILITIES."

A.2. BRIEF DESCRIPTION OF WORK

Brief description of work:

The objective of this contract is to obtain technical assistance to support the NRC staff in the development of a comprehensive list of fuel cycle events that have occurred at NRC-regulated facilities. In addition, as an optional requirement, the contractor may be required to provide training to NRC staff on the various factors of FINAS to allow for prompt reporting of safety events in the future, utilizing the NEA/IAEA FINAS codes and commands, and provide safety assessments

A.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988)

(a) The total estimated cost to the Government for full performance of this contract is $36,649, of which the sum of $1,745 represents the estimated reimbursable costs, and of which represents the fixed fee. This estimated cost is comprised of Tasks 1, 2, 3, and 4 from the Statement of Work.

(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 obligated by the Government with respect to this contract is $38,394.

In the event the Government authorizes option work pursuant to FAR Clause 52.217-7 incorporated in this delivery order, the total estimated amount of this order will increase as follows:

Optional Task 5 -	$9,034
Optional Task 6 -	$9,034

A.4 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on September 28, 2007 and will expire September 27, 2008.

A.5 SCHEDULE OF PRICES

GS10F0294K DR-07-0289

TASK 1:

DIRECT LABOR

Labor Category		Name	Hourly Rate	Estimated Hours	Amount
Subject Matter Expert	PT	Clyde Jupiter	$ [redacted]	[redacted]	$ 9,100
Administrative Support	FT	R. Frye	$ [redacted]	[redacted]	$ 417
SUBTOTAL DIRECT LABOR (FT)					$ 417
SUBTOTAL DIRECT LABOR (PT)					$ 9,100
FRINGE APPLIED ON DIRECT LABOR (FT) @			[redacted]		$ 131
FRINGE APPLIED ON DIRECT LABOR (PT) @			[redacted]		$ 1,465
SUBTOTAL DIRECT LABOR & FRINGE					$ 11,114
OVERHEAD EXPENSE APPLIED @			[redacted]		$ 2,302
SUBTOTAL DIRECT LABOR WITH FRINGE & OVERHEAD					$ 13,415
G&A EXPENSE APPLIED @			[redacted]		$ 957
TOTAL DIRECT LABOR COST					$ 14,372
Direct Labor Cost; inclusive of G&A)					$ 719
FIXED FEE ON TOTAL DIRECT LABOR COST @			[redacted]		$ 719
TOTAL COST PLUS FIXED FEE (CPFF) - TASK 1				[redacted]	$ 15,809

TASK 2:

DIRECT LABOR

Labor Category		Name	Hourly Rate	Estimated Hours	Amount
Subject Matter Expert	PT	Clyde Jupiter	$ [redacted]	[redacted]	$ 2,600
Administrative Support	FT	R. Frye	$ [redacted]	[redacted]	$ 119
SUBTOTAL DIRECT LABOR (FT)					$ 119
SUBTOTAL DIRECT LABOR (PT)					$ 2,600
FRINGE APPLIED ON DIRECT LABOR (FT) @			[redacted]		$ 37
FRINGE APPLIED ON DIRECT LABOR (PT) @			[redacted]		$ 419
SUBTOTAL DIRECT LABOR & FRINGE					$ 3,175
OVERHEAD EXPENSE APPLIED @			[redacted]		$ 658
SUBTOTAL DIRECT LABOR WITH FRINGE & OVERHEAD					$ 3,833
G&A EXPENSE APPLIED @			[redacted]		$ 273
TOTAL DIRECT LABOR COST					$ 4,106
Direct Labor Cost; inclusive of G&A)					$ 205
FIXED FEE ON TOTAL DIRECT LABOR COST @			[redacted]		$ 205
TOTAL COST PLUS FIXED FEE (CPFF) - TASK 2				[redacted]	$ 4,517

GS10F0294K DR-07-0289

TASK 3:

DIRECT LABOR

Labor Category		Name	Hourly Rate	Estimated Hours	Amount
Subject Matter Expert	PT	Clyde Jupiter	$ [redacted]		$ 7,800
Administrative Support	FT	R. Frye	$ [redacted]		$ 358
SUBTOTAL DIRECT LABOR (FT)					$ 358
SUBTOTAL DIRECT LABOR (PT)					$ 7,800
FRINGE APPLIED ON DIRECT LABOR (FT) @			[redacted]		$ 112
FRINGE APPLIED ON DIRECT LABOR (PT) @			[redacted]		$ 1,256
SUBTOTAL DIRECT LABOR & FRINGE					$ 9,526
OVERHEAD EXPENSE APPLIED @			[redacted]		$ 1,973
SUBTOTAL DIRECT LABOR WITH FRINGE & OVERHEAD					$ 11,499
G&A EXPENSE APPLIED @			[redacted]		$ 820
TOTAL DIRECT LABOR COST					$ 12,319
estimated at 5% of Direct Labor Cost; inclusive of G&A)					$ 616
FIXED FEE ON TOTAL DIRECT LABOR COST @			[redacted]		$ 616
TOTAL COST PLUS FIXED FEE (CPFF) - TASK 3				[redacted]	$ 13,551

TASK 4

DIRECT LABOR

Labor Category		Name	Hourly Rate	Estimated Hours	Amount
Subject Matter Expert	PT	Clyde Jupiter	$ [redacted]		$ 2,600
Administrative Support	FT	R. Frye	$ [redacted]		$ 119
SUBTOTAL DIRECT LABOR (FT)					$ 119
SUBTOTAL DIRECT LABOR (PT)					$ 2,600
FRINGE APPLIED ON DIRECT LABOR (FT) @			[redacted]		$ 37
FRINGE APPLIED ON DIRECT LABOR (PT) @			[redacted]		$ 419
SUBTOTAL DIRECT LABOR & FRINGE					$ 3,175
OVERHEAD EXPENSE APPLIED @			[redacted]		$ 658
SUBTOTAL DIRECT LABOR WITH FRINGE & OVERHEAD					$ 3,833
G&A EXPENSE APPLIED @			[redacted]		$ 273
TOTAL DIRECT LABOR COST					$ 4,106
estimated at 5% of Direct Labor Cost; inclusive of G&A)					$ 205
FIXED FEE ON TOTAL DIRECT LABOR COST @			[redacted]		$ 205
TOTAL COST PLUS FIXED FEE (CPFF) - TASK 4				[redacted]	$ 4,517

TOTAL DIRECT LABOR COST			$ 8,212
OTHER DIRECT COST (to include local travel, reproduction & other misc. supplies			$ 411
FIXED FEE ON TOTAL DIRECT LABOR COST @	[redacted]		$ 411
TOTAL COST PLUS FIXED FEE (CPFF) - TASK 5		88	$ 9,034

Task 6 (OPTIONAL)

DIRECT LABOR

Labor Category		*Name*	*Hourly Rate*	*Estimated Hours*	*Amount*
Subject Matter Expert	PT	*Clyde Jupiter*	$ [redacted]	[redacted]	$ 5,200
Administrative Support	FT	*R. Frye*	$ [redacted]	[redacted]	$ 238
SUBTOTAL DIRECT LABOR (FT)					$ 238
SUBTOTAL DIRECT LABOR (PT)					$ 5,200
FRINGE APPLIED ON DIRECT LABOR (FT) @			[redacted]		$ 75
FRINGE APPLIED ON DIRECT LABOR (PT) @			[redacted]		$ 837
SUBTOTAL DIRECT LABOR & FRINGE					$ 6,351
OVERHEAD EXPENSE APPLIED @			[redacted]		$ 1,315
SUBTOTAL DIRECT LABOR WITH FRINGE & OVERHEAD					$ 7,666
G&A EXPENSE APPLIED @			[redacted]		$ 547
TOTAL DIRECT LABOR COST					$ 8,212
OTHER DIRECT COST (to include local travel, reproduction & other misc. supplies					$ 411
FIXED FEE ON TOTAL DIRECT LABOR COST @			[redacted]		$ 411
TOTAL COST PLUS FIXED FEE (CPFF) - TASK 6				[redacted]	$ 9,034

A.6 DELIVERY SCHEDULE

DELIVERABLE	DUE DATE
Perform an Information Search as described in Task 1a (Reference: Task 1)	63 days after contract award.
Develop and Prioritize a Draft List of Possible Fuel Cycle Events (Reference: Task 1)	74 days after contract award.
NRC TPM to submit comments on Draft List of Possible Fuel Cycle Events, if any, to the contractor	24 days after receipt of draft list.
Assemble a Final List of Fuel Cycle Events to be converted to FINAS reports. (Reference: Task 2)	120 days after receipt of NRC PO comments.
Develop a Draft FINAS Report for each event on the list and code each event according to the FINAS guidelines. Submit the FINAS reports, to include the appropriate coding of each event, to the NRC TPM for final review. (Reference: Task 3)	173 days after receipt of NRC PO comments.
NRC TPM to submit comments on Draft FINAS Report, if any.	10 days after receipt of draft reports.
Develop a Final FINAS report for each event on the list and code each event according to the FINAS guidelines. Submit the FINAS reports, to include the appropriate coding of each event, to the NRC TPM for final review. (Reference: Task 4)	113 days after receipt of the draft report.
(OPTIONAL REQUIREMENT) Conduct training for NRC staff (Reference: Task 5)	Date to be determined. (Note: For planning purposes, the training may be required within 60 days of contract award or within 30 days of the contract expiration date.)
(OPTIONAL REQUIREMENT) Provide safety assessments of other items of safety importance to the nuclear fuel cycle that may arise through event reports from other countries or events that may arise from technical developments and findings in the United States. (Reference: Task 6)	Date to be determined.

A.7 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (2 copies)

Ms. Anna Bradford
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Mail Stop E-2 C40
Washington, DC 20555

(b) Technical Assistance Project Manager (1 copy)

Ms. Brenda Dubose
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Mail Stop E-1 D2M
Washington, DC 20555

(b) Contracting Officer (1 copy)

Mr. Robert B. Webber
U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, DC 20555

Section B.1 STATEMENT OF WORK

1.0 BACKGROUND

In 1990 the Nuclear Energy Agency (NEA), which is an autonomous element of the Organization for Economic Cooperation and Development (OECD) initiated a project among its member states to share information of safety interest in a project known as "Fuel Incident Notification and Analysis System (FINAS)". FINAS, at that time worked as a "paper" system in that the individual member states submitted to the NEA various reports in paper format only. At present, there are approximately 120 reported events, in paper format, in FINAS. From time to time a group of fuel cycle safety experts would review the FINAS reports and take various actions as guided by these reports. These reports were submitted by the members of the NEA, which, for the most part, consisted of the countries of Western Europe, the United States, Canada, Mexico, Japan, and South Korea. With the breakup of the Soviet Union, a few Eastern Europe countries have been recently added.

Approximately four (4) years ago the International Atomic Energy Agency (IAEA) proposed to the NEA that other countries that are member states of the IAEA, but not members of the NEA, be added to the database. The two agencies, NEA and IAEA, agreed. More importantly, the IAEA suggested a collaboration between the Agencies to develop a web-based system of record production and storage, with user-interactive searches of the database according to specified codes and commands. The development of the web-based system is being sponsored by the IAEA. The system format for the fuel cycle events will resemble a similar effort that the IAEA has essentially completed in the area of reactor event storage and search capability.

Under FINAS, there are more than 250 possible codes which requires expert knowledge not only of possible safety scenarios and consequences for specific events in the fuel cycle, but also expert knowledge of the meaning and applicability of the various coding possibilities.

The NRC-regulated fuel cycle licensees have, over the past 15 years, experienced a number of events of safety interest. These events have been reported to the NRC in a variety of ways, and, in some instances, the NRC has published (for example, in Information Notices) a brief summary of these events. Other events might be described in Inspection Reports. In the case of major safety events, they were described in Incident Investigation Team (IIT) reports. (IIT refers to a specific type of investigation that was performed by the now-defunct Office for Analysis and Evaluation of Operational Data.) However, in the past 15 years, only one event of interest was documented in a FINAS report.

2.0 OBJECTIVE

The objective of this contract is to obtain technical assistance to support the NRC staff in the development of a comprehensive list of fuel cycle events that have occurred at NRC-regulated facilities. In addition, as an optional requirement, the contractor may be required to provide training to NRC staff on the various factors of FINAS to allow for prompt reporting of safety events in the future, utilizing the NEA/IAEA FINAS codes and commands, and provide safety assessments.

3.0 SCOPE OF WORK

Under this effort, the contractor shall perform a comprehensive search of available Information Notices, Generic Letters, Bulletins, Circulars, Press Releases, Inspection Reports and/or other documents, to develop a list of possible fuel cycle events at NRC-regulated facilities, for the period January 1990 through the performance period of this contract, which shall be converted to FINAS reports. Further, to maintain a posture of prompt reporting in the future, the NRC may require, as an optional requirement, the contractor to train NRC staff on the various factors of FINAS, including how to develop reports, examples of safety-related information,

and the reporting principles. The contractor shall use the new NEA/IAEA web-based system entitled FINAS. The guidelines for this system are reflected at Enclosure 1 entitled "IAEA/NEA Fuel Incident Notification and Analysis System Guidelines dated September 2006, Services Series 14" which shall be used for reporting and coding of events. In addition, as an optional requirement, the contractor may be required to provide safety assessments of other items of importance to the nuclear fuel cycle that may arise through event reports from other countries or events that may arise from technical developments and findings in the United States.

Specifically, the contractor shall:

Task 1a: Perform an information search, to include as a minimum, Information Notices, Generic Letters, Bulletins, Circulars, Press Releases, and Inspection Reports.

Task 1b: Develop and prioritize a draft list of possible fuel cycle events at NRC-regulated facilities which shall be reflected in categories of importance such as "High Interest", "Medium", "Low", and "Unimportant" or other possible prioritization categories.

Task 2: Submit the prioritized draft list to the NRC Technical Project Manager (TPM) for review, and after receiving comments from the NRC TPM, assemble a final list of events to be converted to FINAS reports.

Task 3: Develop a draft FINAS report for each event on the list and code each event according to the FINAS guidelines, as described in IAEA/NEA Fuels Incident Notification and Analysis System Guidelines.

Task 4: Submit the draft FINAS reports, to include the appropriate coding of each event, to the NRC TPM for final review. (Note: The FINAS Coordinator for NRC will be responsible for delivering these reports to the NEA and IAEA).

Task 5: **(OPTIONAL REQUIREMENT)**
The contractor shall conduct training for NRC staff on the various factors of FINAS, including how to develop reports; the uses of FINAS; examples of safety-related information; reporting principles, etc. It is estimated that the NRC will require three (3), one (1)-day training sessions, which shall include a maximum of five (5) NRC staff each and shall be held at NRC Headquarters located in Rockville, Maryland . The contractor shall provide all required training handouts and/or materials required for conducting the training sessions.

Task 6: **(OPTIONAL REQUIREMENT)**
Provide safety assessments of other items of safety importance to the nuclear fuel cycle that may arise through event reports from other countries or events that may arise from technical developments and findings in the United States. At a minimum, the assessments should include a characterization of the event by the appropriate FINAS code.

4.0 MEETINGS AND TRAVEL

The contractor shall attend periodic meetings with the NRC TPM at NRC Headquarters located in Rockville, MD. It is estimated that the contractor shall attend a total of six (6) periodic meetings during the duration of this contract.

No foreign travel is authorized under this contract.

C. CONTRACT CLAUSES

C.1 CLAUSES INCORPORATED BY REFERENCE

FAR 52.216-7 Allowable Cost and Payment (DEC 2002)
FAR 52.216-8 Fixed Fee (MAR 1997)
FAR 52.217-7 Option for Increased Quantity - Separately Priced Line Item (MAR 1989)
FAR 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987)
FAR 52.249-6 Termination (Cost Reimbursement) (MAY 2004)

C.1 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.2 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.

C.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

(a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;

(b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

C.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at $50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

(a) Total estimated contract amount.

(b) Total funds obligated to date.

(c) Total costs incurred this reporting period.

(d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

(f) Balance of obligations remaining.

(g) Balance of funds required to complete contract/task order.

(h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".

(i) Property status:

(1) List property acquired for the project during the month with an acquisition cost between $500 and $49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of $50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of $50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

C.5 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[redacted]

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 con-currence 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.

C.6 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Anna Bradford

Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Mail Stop E-2 C40
Washington, DC 20555

Telephone Number: 301-492-3139

(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.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

C.7 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

C.8 SEAT BELTS

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

C.9 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20 Other Applicable Clauses

[] See Addendum for the following in full text (if checked)

[] 52.216-18, Ordering

[] 52.216-19, Order Limitations

[] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

[] 52.217-7, Option for Increased Quantity Separately Priced Line Item

[] 52.217-8, Option to Extend Services

[] 52.217-9, Option to Extend the Term of the Contract

SECTION D – ATTACHMENTS

Billing Instructions – Cost Reimbursement Contracts

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
U.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 this 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:

Start Date		Destination		Costs
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.

i. 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.

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

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

l. Grand Totals.

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

3. Sample Voucher Information

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

		Amount Billed	
		Current Period	Cumulative
(a)	Direct Costs		
	(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

Labor Category	Hours Billed	Rate	Total	Cumulative Hrs. Billed
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).

6) Consultants' Fee

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

7) Travel

Start Date	Destination	Costs
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:

G:\DC\PPT\sbh\CCR and FPDS rule\Billing instruct CR.wpd

NRC FORM 187
(1-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

Jupiter Corporation
2730 University Blvd W
#900
Wheaton, MD 20902

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

B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE

2. TYPE OF SUBMISSION

- [X] A. ORIGINAL
- [ ] B. REVISED (Supersedes all previous submissions)
- [ ] C. OTHER (Specify)

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

A. DOES NOT APPLY	B. CONTRACT NUMBER	DATE
X		

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Technical Assistance in the Development of a Comprehensive List of Fuel Cycle Events at NRC Regulated Facilities

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- [ ] YES (If "YES," answer 1-7 below)
- [X] NO (If "NO," proceed to 5.C.)

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

B. IS FACILITY CLEARANCE REQUIRED? [ ] YES [X] NO

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

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. [ ] ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. [ ] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

NAME AND TITLE	SIGNATURE	DATE
Robert C. Pierson, Director, FCD		7-31-07

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

- [ ] AUTHORIZED CLASSIFIER (Name and Title)
- [ ] DIVISION OF FACILITIES AND SECURITY

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

- [x] SPONSORING NRC OFFICE OR DIVISION (Item 10A)
- [x] DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
- [x] DIVISION OF FACILITIES AND SECURITY (Item 10B)
- [x] CONTRACTOR (Item 1)
- [ ] SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Robert C. Pierson	SIGNATURE	DATE 7-31-07
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE

REMARKS