

2. CONTRACT NO. (Proc. Inst. Ident.) NRC-03-08-088	3. EFFECTIVE DATE 09/30/2008	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 03-08-088
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5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino, 301-492-3637 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) THOMAS ASSOCIATES, INC 1009 BUTTERWORTH CT STEVENSVILLE MD 216662561	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12
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11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555	12. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA B&R: 820-15-112-130 JCN: J4111 BOC: 252A Appro. No.: 31X0200 Obligate: \$50,000 DUNS No. 614505303
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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) with assistance for License Renewal Supplemental Environmental Impact Statement and Safety Evaluation Report as described on Section C.1 "Statement of Work" and in accordance with the terms and conditions of this contract. Period of Performance: Sept. 30, 2008 - Sept. 29, 2011				

15G. TOTAL AMOUNT OF CONTRACT \$826,056.08

16. TABLE OF CONTENTS				See Attached Table of Contents			
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition 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.
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19A. NAME AND TITLE OF SIGNER (Type or print) Michael L. Fretwell VP Finance and Administration	19C. DATE SIGNED 9/29/2008	20A. NAME OF CONTRACTING OFFICER Donald A. King Contracting Officer	20C. DATE SIGNED 9/29/2008
19B. NAME OF CONTRACTOR BY:		20B. UNITED STATES OF AMERICA BY:	

Table of Contents

PART I - THE SCHEDULE	A-1
SECTION A - SOLICITATION/CONTRACT FORM	A-1
SF 26 AWARD/CONTRACT	A-1
PART I - THE SCHEDULE	B-1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 PROJECT TITLE	B-1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)	B-1
B.3 PRICE/COST SCHEDULE	B-1
B.4 HYBRID CONTRACT TYPE	B-2
B.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)	B-3
B.6 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)	B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	C-1
SECTION D - PACKAGING AND MARKING	D-1
D.1 PACKAGING AND MARKING (MAR 1987)	D-1
SECTION E - INSPECTION AND ACCEPTANCE	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	E-1
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)	E-1
SECTION F - DELIVERIES OR PERFORMANCE	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	F-1
F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)	F-1
F.3 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)	F-1
F.4 DELIVERY SCHEDULE	F-2
F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)	F-2
F.6 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)	F-3
SECTION G - CONTRACT ADMINISTRATION DATA	G-1
G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)	G-1
G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)	G-2
G.3 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)	G-3
G.4 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)	G-4
G.5 ORDERING PROCEDURES (MAY 1991)	G-4
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)	H-1
H.2 2052.215-70 KEY PERSONNEL (JAN 1993)	H-3
H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)	H-4
H.4 SEAT BELTS	H-4
H.5 Annual and Final Contractor Performance Evaluations	H-4
H.6 Compliance with U.S. Immigration Laws and Regulations	H-5
H.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS	H-5
H.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)	H-6

PART II - CONTRACT CLAUSESI-1

SECTION I - CONTRACT CLAUSESI-1

I.1 NOTICE OF HYBRID CONTRACTI-1

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....I-1

I.3 52.216-18 ORDERING (OCT 1995).....I-3

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)I-3

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995).....I-4

I.6 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS
(JUNE 2003)I-4

I.7 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE
2007).....I-5

I.8 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF
UNION DUES OR FEES (DEC 2004)I-6

I.9 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
(FEB 2007).....I-8

I.10 52.249-14 EXCUSABLE DELAYS (APR 1984).....I-12

I.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)I-12

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....J-1

SECTION J - LIST OF ATTACHMENTSJ-1

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

The title of this project is as follows:

Assistance for License Renewal Supplemental Environmental Impact Statement and Safety Evaluation Report

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The Contractor shall provide the NRC expert document layout, assembly, formatting, and technical editing services to assist the NRC's Office of Nuclear Reactor Regulation, Division of License Renewal (DLR) to prepare SEISs and SERs for specific LRAs.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.3 PRICE/COST SCHEDULE**1) SCHEDULE OF SUPPLIES/SERVICES**

CLIN	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	TOTAL
001	TASK 1: ORIENTATION	1	\$2,968.60	LOT	\$ 2,968.00
002	TASK 9: MONTHLY STATUS REPORT	36	\$ 613.41	EACH	\$22,082.76
TOTAL					\$25,051.36

2) DELIVERY ORDER SCHEDULE

CLIN	DESCRIPTION	ESTIMATED QUANTITY (DELIVERY ORDERS)	UNIT PRICE	UNIT	EST. TOTAL
003	TASK 2: DEVELOPMENT OF THE SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT TEMPLATE	8	\$ 9,173.54	EACH	\$ 73,388.32
004	TASK 3: DEVELOPMENT OF THE SAFETY EVALUATION REPORT FRAMEWORK	8	\$ 9,634.02	EACH	\$ 77,072.16
005	TASK 4: DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT	8	\$21,303.75	EACH	\$170,430.00
006	TASK 5: SAFETY EVALUATION REPORT	8	\$22,887.52	EACH	\$183,100.16

WITH OPEN ITEMS					
007	TASK 6: FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT (FSEIS)	8	\$13,662.67	EACH	\$109,301.36
008	TASK 7: FINAL SAFETY EVALUATION REPORT	8	\$16,842.04	EACH	\$134,736.32
ESTIMATED DELIVERY ORDER TOTAL					\$748,028.32

3) TASK ORDER SCHEDULE

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT	EST. TOTAL
009	TASK 8: RELATED SUPPORT				
009A	PROGRAM MANAGER SUPPORT	8	\$118.19	HOUR	\$ 945.52
009B	PROJECT MANAGER SUPPORT	62	\$ 75.49	HOUR	\$ 4,680.38
009C	TECHNICAL EDITOR SUPPORT	210	\$ 60.61	HOUR	\$12,728.10
009D	DOCUMENT SPECIALIST SUPPORT	420	\$ 46.72	HOUR	\$19,622.40
ESTIMATED TASK ORDER CEILING					\$37,976.40

4) TRAVEL

TRAVEL		Total Estimated Costs
Category		
Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*		\$15,000.00
TRAVEL TOTAL		\$15,000.00

GRAND TOTAL ---

\$826,056.08

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B.4 HYBRID CONTRACT TYPE

The contract type is a hybrid containing: FFP/LH line items.

Clauses designated with "\$" to the left of the citation number are applicable to FIXED-PRICE line items only.

Clauses designated with "@" to the left of the citation number are applicable to COST-REIMBURSEMENT line items only.

When applicable:

Clauses designated with "&" to the left of the citation number are applicable to TIME-&-MATERIAL/LABOR-HOUR line items only.

B.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

This clause applies to CLINs 003 through 008 where fixed price delivery orders are issued by the NRC Project Officer.

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$748,028.32. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$24,948.64. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.6 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)

This clause applies to CLIN 009 where task orders are negotiated and issued by the NRC Contracting Officer and the Contractor pursuant to Sections G.3 - Task Order Procedures or G.4 - Accelerated Task Order Procedures of this contract.

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$37,976.40. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

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

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**Assistance for License Renewal
Supplemental Environmental Impact Statement
And Safety Evaluation Report****1. BACKGROUND**

Based on the Atomic Energy Act, the U.S. Nuclear Regulatory Commission (NRC) issues licenses for commercial nuclear power reactors to operate for up to 40 years and allows these licenses to be renewed for another 20 years. The license renewal environmental and safety requirements are published as 10 CFR Part 51 and 10 CFR Part 54, respectively. The NRC has published regulatory guidance for the NRC staff (the staff) to follow when reviewing applications to address radiological and non-radiological environmental issues titled the "Environmental Standard Review Plan" (ESRP, NUREG-1555, March 2000) to ensure conformance with its review process and to share the process with stakeholders. The NRC has also published regulatory guidance for the staff to follow when reviewing applications to address safety issues titled the "Standard Review Plan for Review of License Renewal Applications for Nuclear Power Plants" (SRP-LR, NUREG-1800, September 2005) to ensure the quality and uniformity of staff reviews and to share the process with stakeholders.

The NRC has established a challenging review schedule. The staff documents its support for the final related regulatory decisions in two NUREG-series publications: Supplemental Environmental Impact Statements (SEISs) and Safety Evaluation Reports (SERs). For each license renewal application (LRA) and environmental report (ER) received from an applicant for license renewal, the staff publishes one draft SEIS (DSEIS), one final SEIS (FSEIS), one SER with open items, and one final SER.

The SEIS documents the staff's review of the ER and plant-specific environmental analysis, which considers and weighs the environmental impacts of the proposed action, the environmental impacts of alternatives to the proposed action, and mitigation measures available for reducing or avoiding adverse impacts. NRC publishes the SEIS as a supplement to NUREG-1437, "Generic Environmental Impact Statement for License Renewal of Nuclear Plants," Volumes 1 and 2, which, for certain environmental impacts, establishes findings applicable to all nuclear power plants. The SEISs range from 400 – 1,000 pages and are typically about 500 pages in length.

The SER documents the results of the staff's safety review of the LRA and describes the technical details considered in evaluating the safety aspects of the proposed extended operation. The SERs range from 600 – 950 pages and are typically about 800 pages in length. The NRC has completed its review of 24 LRAs. The staff is expecting to receive approximately 5 new LRAs per fiscal year.

2. CONTRACT OBJECTIVES

The objective of this contract is to obtain expert document layout, assembly, formatting, and technical editing services to assist the NRC's Office of Nuclear Reactor Regulation, Division of License Renewal (DLR) to prepare SEISs and SERs for specific LRAs.

3. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The contractor shall provide a project manager to oversee the efforts and ensure the timely submission of quality deliverables that meet the requirements of the statement of work (SOW). The contractor shall provide a document specialist who will be responsible for administrative support, document layout, assembly, formatting, and production services that shall follow NRC's style guidance and the SOW. The contractor shall provide a technical editor who shall verify the document is in accordance with the NRC's style guidance and SOW and is

grammatically correct. The contractor personnel shall also have expertise in the use of Microsoft® Office Word 2003 or current NRC designated word processing software, as directed by the Technical Monitor (TM).

The NRC will provide a printed or electronic representation of how the deliverable should appear. The deliverable will include at minimum a word processing source file, an electronic "print" file in Portable Document Format (PDF), and a printed camera-ready document from the PDF file. The contractor is responsible for structuring the deliverable to follow Federal and agency standards for publications. The current agency word processing standard is Microsoft® Office Word 2003. The contractor shall use the latest agency-designated version of this agency standard. The source and PDF files shall be automated structured, and reusable (i.e., applies templates, contain automatic bookmarks, have "live" Web links, contain bookmarks). The contractor shall consider long-term use and revision when establishing styles. This will be evidenced by styles that are constructed for ease of use and that apply automated functions. The contractor shall provide a style sheet itemizing the specifications for each style or tag applied in the word processing program. For example, the style sheet will note the name of the style, formatting details, and the specific functions of and use for each style. The contractor shall include corrections to meet quality standards as a part of this deliverable.

The contractor shall provide accessible, archival-quality, print-ready, Web-enabled PDF and DOC source files that meet Federal and agency requirements for publications. The print and electronic copies shall match (print the paper copy from the PDF, which is generated from the Microsoft® Office Word 2003 file).

Electronic files shall be—

1. Accessible: comply with Section 508 of the Rehabilitation Act (check the accessibility); accessible to screen readers; high contrast in black and white if any color is used; any information conveyed with color is conveyed equally well when color is not available.
2. Archival: generate PDF using Adobe Acrobat Professional 8.0 or NRC designated PDF generator and PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata.
3. Print-ready: min. 600 dpi (1200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF shall be an entire document, including cover, inside cover, title page, NRC Form 335, etc. (see NUREG-1757).
4. Web-enabled (electronic): bookmarks for navigation (generated by Microsoft® Office Word 2003, or current NRC designated word processing software, as directed by the TM, with the heading styles applied); live links to Web sites (entire URL shall be active); meet NRC Web publication standards; enabled for Fast Web view; match agencywide electronic standards (<http://www.nrc.gov/site-help/e-submittals.html>).

Specifically, the Microsoft® Office Word 2003 file shall use—

1. Styles
2. Automated formatting (no manually tabbed columns)
3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
4. Headers and other structural markup
5. Abbreviation list
6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark column headers if possible)
8. Embedded fonts and objects

Suggestions for file names—

1. Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens ("_" and "-")
2. Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters
3. Reserve the period (".", full stop) for the file extension at the end of the filename

In addition to general document quality standards, the contractor shall meet the standards in—

1. U.S. Government Printing Office (GPO) Style Manual
2. NUREG-0650, Rev. 2, "Preparing NUREG-series Publications"
3. NUREG-1379, "NRC Editorial Style Guide"
4. NUREG-0544, "NRC Collection of Abbreviations," Rev. 4 July 1998
5. www.plainlanguage.gov
6. Section 508 of the Rehabilitation Act

The contractor shall be responsible for document:

1. Layout
2. Assembly
3. Formatting
4. Version control
5. Producing a production ready document

The contractor is responsible for services to improve the quality, clarity, and consistency of the SEIS and SER.

The contractor shall also be responsible for:

1. Verifying the message is a coherent and logical flow of ideas
2. Correcting syntax, grammar, spelling, and punctuation
3. Ensuring consistent use of terms, acronyms, abbreviations, and symbols
4. Correcting disagreement of the subject and verb and faulty parallelisms
5. Eliminating ambiguities, redundancy (wordiness), and overuse of the passive voice
6. Ensuring consistency and accuracy of heading styles, headers, and footers
7. Consistency of equations
8. Consistency and clarity of tables and figures; and redesigning them (as required) to improve their visual effectiveness
9. The accuracy of references and cross-references
10. Verifying references are available to the public
11. Consistency of text, figures, table headings, and section headings with the table of contents
12. Pagination -- verifying page numbers are consistent with the table of contents

The final deliverable document for Tasks 4, 5, 6, 7, and 8 shall:

1. Be provided in the NRC-approved version of Microsoft® Office Word 2003 or NRC designated word processing software, as directed by the TM
2. Be provided in a PDF format generated by Adobe Acrobat Professional 8.0 or NRC designated PDF generator
3. Be delivered "camera ready" on CD-ROM
4. Meet the requirements above of "Electronic files shall be--"
5. Meet the requirements above of "Specifically, the Microsoft® Office Word 2003 file shall use--"
6. Meet the requirements above of "The contractor is responsible for services to improve the quality, clarity, and consistency of the SEIS and SER--"

This SOW covers multiple LRAs; therefore, overlapping of activities is expected. This also includes overlapping of Tasks for each LRA. For each LRA, work performed for Task 2 and 3; Task 4 and 5; and Task 6 and 7 may be performed simultaneously. The contractor shall provide a staffing plan to assure that all SEIS and SER preparation activities are adequately supported by appropriate technically qualified resources. The contractor shall provide all necessary personnel, equipment, facilities, and materials to accomplish the efforts under this contract.

It is the responsibility of the contractor to assign appropriate staff, subcontractors, and/or specialists who have the required educational background, experience, or combination thereof to meet both the technical and regulatory objectives of the work specified in SOW. The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this contract including assurance that all information contained in the technical and cost proposal, including resumes, is accurate and truthful.

The use of particular personnel on this project is subject to the NRC TM's approval. This includes proposed changes to key personnel during the life of the project.

If any work will be subcontracted or performed by consultants, the contractor shall obtain the NRC TM's written approval of the subcontractor or consultant prior to initiation of the subcontract effort. Conflict of interest considerations shall apply to any subcontracted effort.

4. WORK REQUIREMENTS AND SCHEDULE

The contractor shall prepare SERs and SEISs in accordance with NRC Management Directive (MD) 3.7, "NUREG-Series Publications," the DLR SEIS and SER format and framework for **no more than** eight (8) nuclear power plant LRAs received by the end of September 2009. The format and content of the deliverables shall be consistent with NUREG-0650, Revision 2, "Publishing Documents in the NUREG Series" and NUREG-1379, "NRC Editorial Style Guide," and follow Section 2.6.1 "NRC's Plain Language and Editorial Guidelines" of MD 3.7.

The actual SEIS and SER assignments (Tasks 2-8) will be made by the NRC Contracting Officer (CO) or the NRC Project Officer (PO) through issuance of delivery orders/task orders. The PO/TM will provide the contractor with the LRA, SEIS template, SER framework, and (if available) technical input required to prepare the SEIS and SER, at issuance of the delivery order. For a small number of initial delivery orders, the SEIS and SER framework may already contain portions of the technical information received to date. Since this SOW covers multiple applications, overlapping of LRA activities is expected. This also includes overlapping of Tasks for each LRA. For each LRA, work performed for Task 2 and 3; Task 4 and 5; and Task 6 and 7 may be performed simultaneously.

A list of anticipated LRAs and their receipt dates is located at:

<http://www.nrc.gov/reactors/operating/licensing/renewal/applications.html>

The contractor will, in response to each delivery order, submit a staffing plan and schedule for deliverables within 5 days of receipt of the delivery order, unless otherwise directed by the PO/TM. Upon acceptance of the staffing plan and schedule for deliverables, the CO or PO will provide written approval to commence with the delivery order.

Prior to initiation of the base contract, the contractor shall provide a staffing plan that specifically reflects services to be provided and a quality control plan. The quality control plan shall outline the procedures and system the contractor will use for document version control, technical input tracking, change management, and technical and editorial reviews. The contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the production of each SEIS and SER. The contractor shall also provide resumes for staff proposed to work under this contract.

The standard scope of work for each SEIS and SER preparation is described in the following Tasks. Tasks 2, 4, and 6 are related and focus on the successful completion of the SEIS. Tasks 3, 5, and 7 are related and focus on the successful completion of the SER.

Task 1. Orientation

The contractor team shall attend a one-time, two day orientation at the NRC headquarters (or at the contractor's office) and be prepared to discuss the NRC's license renewal process for completing safety and environmental reviews; and the format of the SEIS and SER. This project orientation session may be held in conjunction with the contract kick-off meeting and will discuss the business practice of working for NRC on safety and environmental reviews.

If necessary, the contractor shall attend and observe NRC scheduled events for other LRA projects, possibly including writing sessions at the direction of the TM as part of the orientation effort.

Task 2. Development of the Supplemental Environmental Impact Statement Template

For each application as identified by delivery order, the contractor shall review the plant specific ER from the LRA and organize the framework necessary for the SEIS. The TM will provide an electronic version of the plant specific SEIS template in a word processing source file for contractor modification and use. The contractor shall become familiar with the SEIS framework. The contractor shall modify and/or convert the SEIS template, as needed, to ensure the SEIS template is in Microsoft ® Office Word 2003 and uses:

1. Styles
2. Automated formatting (no manually tabbed columns)
3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
4. Headers and other structural markup
5. SEIS specific abbreviation list
6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark column headers if possible)
8. Embedded fonts and objects

The deliverable is a plant specific SEIS template. Schedule of completion of Task 2 will be mutually agreed upon, but shall be no later than two (2) months from the NRC's receipt date of the LRA. The TM will provide comments to the contractor, as needed. The contractor shall revise the plant specific SEIS template and provide the revised SEIS template to the TM no later than two (2) weeks from receiving the comments.

Task 3. Development of the Safety Evaluation Report Framework

For each application as identified by delivery order, the contractor shall review the plant specific LRA and organize the framework necessary for the SER. The TM will provide an electronic version of the SER framework in a word processing source file for contractor modification and use. The contractor shall become familiar with the SER framework. The contractor shall modify and/or convert the SER framework, as needed, to ensure the SER template is in Microsoft ® Office Word 2003 and uses:

1. Styles
2. Automated formatting (no manually tabbed columns)
3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
4. Headers and other structural markup
5. SER specific abbreviation list
6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark column headers if possible)
8. Embedded fonts and objects

The deliverable is a plant specific SER framework. Schedule of completion of Task 3 will be mutually agreed upon, but shall be no later than three (3) months from the NRC's receipt date of the LRA. The TM will provide comments to the contractor, as needed. The contractor shall revise the plant specific SER framework and provide the revised SER framework to the TM no later than two (2) weeks from receiving the comments.

Task 4. Draft Supplemental Environmental Impact Statement

For each application as identified by delivery order, the contractor shall incorporate specific technical environmental evaluation input and additional information as provided by the TM into the DSEIS framework. The contractor shall, as necessary, insert placeholders for certain future technical evaluation input and additional information not yet available, as identified by the TM. The contractor shall also update the appendices in the DSEIS with plant specific information. The contractor shall provide the necessary technical editor review of the DSEIS to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the DSEIS compared with the DSEIS template prepared under Task 2. Recommended technical editorial changes to the specific technical environmental evaluation

input and additional information shall be provided to the TM in a track changes format for review before incorporation into the DSEIS. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the TM will provide comments on the DSEIS to the contractor in numerous batches, requiring turnaround within one work day in certain cases, as directed by the TM. The contractor shall revise the DSEIS based on comments from the TM and submit a final DSEIS. The schedule for completing Task 4 will be mutually agreed upon; but shall be no later than nine (9) months from the NRC's receipt date of the LRA.

The contractor shall ensure the DSEIS is in Microsoft® Office Word 2003 and the file shall use:

1. Styles
2. Automated formatting (no manually tabbed columns)
3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
4. Headers and other structural markup
5. DSEIS specific abbreviation list
6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark column headers if possible)
8. Embedded fonts and objects

The deliverable is a cover-to-cover plant-specific DSEIS based on technical and administrative information in the LRA and supplemental information in accordance with the provided SEIS template. The contractor shall also provide the necessary review of the DSEIS to ensure that it meets the NRC publication requirements for a NUREG-series report. If necessary, the DSEIS will contain place holders for certain future technical evaluation input and additional information as identified by the TM. The NRC will review the DSEIS and provide comments to the contractor. The contractor shall revise and provide the final DSEIS based on comments from the TM by a mutually agreed upon date, but shall be no later than nine (9) months from the NRC's receipt date of the LRA.

For the Task 4 deliverable, the contractor will provide accessible, archival-quality, print-ready, Web-enabled PDF and DOC source files that meet Federal and agency requirements for publications. The print and electronic copies shall match (print the paper copy from the PDF, which is generated from the Microsoft® Office Word 2003 file).

Electronic files shall be—

1. Accessible: comply with Section 508 of the Rehabilitation Act (check the accessibility); accessible to screen readers; high contrast in black and white if any color is used; any information conveyed with color is conveyed equally well when color is not available
2. Archival: generate PDF using Adobe Acrobat Professional 8.0 or NRC designated PDF generator and PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata.
3. Print-ready: min. 600 dpi (1200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF shall be an entire document, including cover, inside cover, title page, Form 335, etc. (see NUREG-1757)
4. Web-enabled (electronic): bookmarks for navigation (generated by Microsoft® Office Word 2003, or current NRC designated word processing software, as directed by the TM, with the heading styles applied); live links to Web sites (entire URL shall be active); meet NRC Web publication standards; enabled for Fast Web view; match agencywide electronic standards (<http://www.nrc.gov/site-help/e-submittals.html>).

Suggestions for file names—

1. Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens (“_” and “-“)
2. Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters
3. Reserve the period (“.”, full stop) for the file extension at the end of the filename

In addition to general document quality standards, the contractor shall meet the standards in—

1. U.S. Government Printing Office (GPO) Style Manual
2. NUREG-0650, Rev. 2, "Preparing NUREG-series Publications"
3. NUREG-1379, "NRC Editorial Style Guide"
4. NUREG-0544, "NRC Collection of Abbreviations," Rev. 4 July 1998
5. www.plainlanguage.gov
6. Section 508 of the Rehabilitation Act

The contractor is responsible for services to improve the quality, clarity, and consistency of the DSEIS. The contractor shall also be responsible for:

1. Verifying the message is a coherent and logical flow of ideas
2. Correcting syntax, grammar, spelling, and punctuation
3. Ensuring consistent use of terms, acronyms, abbreviations, and symbols
4. Correcting disagreement of the subject and verb and faulty parallelisms
5. Eliminating ambiguities, redundancy (wordiness), and overuse of the passive voice
6. Ensuring consistency and accuracy of heading styles, headers, and footers
7. Consistency of equations
8. Consistency and clarity of tables and figures; and redesigning them (as required) to improve their visual effectiveness
9. The accuracy of references and cross-references
10. Verifying references are available to the public
11. Consistency of text, figures, table headings, and section headings with the table of contents
12. Pagination -- verifying page numbers are consistent with the table of contents

The final deliverable document for Task 4 shall:

1. Be provided in the NRC-approved version of Microsoft ® Office Word 2003 or NRC designated word processing software, as directed by the TM
2. Be provided in a PDF format generated by Adobe Acrobat Professional 8.0 or NRC designated PDF generator
3. Be delivered "camera ready" on CD-ROM
4. Meet the requirements above of "The contractor shall ensure the DSEIS is in Microsoft ® Office Word 2003 and the file shall use--"
5. Meet the requirements above of "Electronic files shall be--"
6. Meet the requirements above of "The contractor is responsible for services to improve the quality, clarity, and consistency of the DSEIS--"

Prior to providing the TM with a final copy of the deliverable for Task 4, the contractor shall perform a quality assurance review of the DSEIS to ensure the requirements previously stated in this task are met.

Task 5. Safety Evaluation Report with Open Items

For each application as identified by delivery order, the contractor shall incorporate specific technical safety evaluation input and additional information as provided by the TM into the SER framework. The contractor shall also organize and document the Open and Confirmatory items of the SER based on the technical evaluation input provided by the TM. The Open and Confirmatory items are typically in Section 1.5 and 1.6, respectively, of the SER. The contractor shall also update the appendices in the SER with open items. The contractor shall provide the necessary technical editor review of the SER with open items to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the SER with open items compared with the SER framework prepared under Task 3.

Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the TM in a track changes format for review before incorporation into the SER with open items. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the TM will provide comments on the SER with open items to the contractor in numerous batches, requiring turnaround within one work day in certain cases, as directed by the TM. The contractor shall revise the SER with open items based on comments from the TM and submit a final SER with open items. The

schedule for completing Task 5 will be mutually agreed upon, but shall be no later than eleven (11) months from the NRC's receipt date of the LRA.

The contractor shall ensure the SER with open items is in Microsoft ® Office Word 2003 and the file shall use:

1. Styles
2. Automated formatting (no manually tabbed columns)
3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
4. Headers and other structural markup
5. SER specific abbreviation list
6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark column headers if possible)
8. Embedded fonts and objects

The deliverable is a cover-to-cover plant-specific SER with open items based on technical and administrative information in the LRA and supplemental information in accordance with the provided SER framework. The contractor shall also provide the necessary review of the SER to ensure that it meets the NRC publication requirements for a NUREG-series report. The NRC will review the SER with open items and provide comments to the contractor. The contractor shall revise and provide the SER with place holders, as needed, based on comments from the TM by a mutually agreed upon date, but shall be no later than eleven (11) months from the NRC's receipt date of the LRA.

For the Task 5 deliverable, the contractor will provide accessible, archival-quality, print-ready, Web-enabled PDF and DOC source files that meet Federal and agency requirements for publications. The print and electronic copies shall match (print the paper copy from the PDF, which is generated from the Microsoft ® Office Word 2003 file).

Electronic files shall be—

1. Accessible: comply with Section 508 of the Rehabilitation Act (check the accessibility); accessible to screen readers; high contrast in black and white if any color is used; any information conveyed with color is conveyed equally well when color is not available.
2. Archival: generate PDF using Adobe Acrobat Professional 8.0 or NRC designated PDF generator and PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata.
3. Print-ready: min. 600 dpi (1200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF shall be an entire document, including cover, inside cover, title page, Form 335, etc. (see NUREG-1757).
4. Web-enabled (electronic): bookmarks for navigation (generated by Microsoft ® Office Word 2003, or current NRC designated word processing software, as directed by the TM, with the heading styles applied); live links to Web sites (entire URL shall be active); meet NRC Web publication standards; enabled for Fast Web view; match agencywide electronic standards (<http://www.nrc.gov/site-help/e-submittals.html>).

Suggestions for file names—

1. Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens ("_" and "-")
2. Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters
3. Reserve the period (".", full stop) for the file extension at the end of the filename

In addition to general document quality standards, the contractor shall meet the standards in—

1. U.S. Government Printing Office (GPO) Style Manual
2. NUREG-0650, Rev. 2, "Preparing NUREG-series Publications"
3. NUREG-1379, "NRC Editorial Style Guide"
4. NUREG-0544, "NRC Collection of Abbreviations," Rev. 4 July 1998
5. www.plainlanguage.gov
6. Section 508 of the Rehabilitation Act

The contractor is responsible for services to improve the quality, clarity, and consistency of the SER with open items. The contractor shall also be responsible for:

1. Verifying the message is a coherent and logical flow of ideas
2. Correcting syntax, grammar, spelling, and punctuation
3. Ensuring consistent use of terms, acronyms, abbreviations, and symbols
4. Correcting disagreement of the subject and verb and faulty parallelisms
5. Eliminating ambiguities, redundancy (wordiness), and overuse of the passive voice
6. Ensuring consistency and accuracy of heading styles, headers, and footers
7. Consistency of equations
8. Consistency and clarity of tables and figures; and redesigning them (as required) to improve their visual effectiveness
9. The accuracy of references and cross-references
10. Verifying references are available to the public
11. Consistency of text, figures, table headings, and section headings with the table of contents
12. Pagination -- verifying page numbers are consistent with the table of contents

The final deliverable document for Task 5 shall:

1. Be provided in the NRC-approved version of Microsoft ® Office Word 2003 or NRC designated word processing software, as directed by the TM
2. Be provided in a PDF format generated by Adobe Acrobat Professional 8.0 or NRC designated PDF generator
3. Be delivered "camera ready" on CD-ROM
4. Meet the requirements above of "The contractor shall ensure the SER with open items is in Microsoft ® Office Word 2003 and the file shall use--"
5. Meet the requirements above of "Electronic files shall be--"
6. Meet the requirements above of "The contractor is responsible for services to improve the quality, clarity, and consistency of the SER with open items--"

Prior to providing the TM with a final copy of the deliverable for Task 5, the contractor shall perform a quality assurance review of the SER with open items to ensure the requirements previously stated in this task are met.

Task 6. Final Supplemental Environmental Impact Statement (FSEIS)

Task 6 is based on the deliverable from Task 4. For each application as identified by delivery order, the contractor shall incorporate specific technical evaluation input as provided by the TM to fill any placeholders in the DSEIS that were prepared under Task 4. The contractor shall also revise the FSEIS based on additional information as provided by the TM. The contractor shall also revise and update the appendices in the FSEIS, as needed. The contractor shall provide the necessary technical editor review of the FSEIS to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the FSEIS compared with the DSEIS prepared under Task 4. Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the TM in a track changes format for review before incorporation into the FSEIS. Then, the contractor shall provide a track changes version, comparing the differences between the FSEIS (Task 6) and the DSEIS (Task 4), to the TM for NRC review. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the TM will provide comments on this FSEIS to the contractor in numerous batches, requiring turnaround within one work day in certain cases as directed by the TM. The contractor shall revise the FSEIS based on comments from the TM and submit a final FSEIS that is camera ready for NUREG publications. The schedule for completing Task 6 will be mutually agreed upon, but shall be no later than fifteen (15) months from the NRC's receipt date of the LRA.

The contractor shall ensure the FSEIS is in Microsoft ® Office Word 2003 and the file shall use:

1. Styles
2. Automated formatting (no manually tabbed columns)

3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
4. Headers and other structural markup
5. FSEIS specific abbreviation list
6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark column headers if possible)
8. Embedded fonts and objects

The deliverable is a cover-to-cover plant-specific FSEIS based on technical and administrative information in the ER of the LRA and supplemental information, as provided by the TM. The final deliverable of the FSEIS shall also include change bars for technical changes made between the DSEIS and FSEIS version. The contractor shall also provide the necessary review of the FSEIS to ensure that it meets the NRC publication requirements for a NUREG-series report. The NRC will review the FSEIS and provide comments to the contractor. The contractor shall revise and provide the FSEIS based on comments from the TM by a mutually agreed upon date, but shall be no later than fifteen (15) months from the NRC's receipt date of the LRA.

For the Task 6 deliverable, the contractor will provide accessible, archival-quality, print-ready, Web-enabled PDF and DOC source files that meet Federal and agency requirements for publications. The print and electronic copies shall match (print the paper copy from the PDF, which is generated from the Microsoft® Office Word 2003 file).

Electronic files shall be—

1. Accessible: comply with Section 508 of the Rehabilitation Act (check the accessibility); accessible to screen readers; high contrast in black and white if any color is used; any information conveyed with color is conveyed equally well when color is not available
2. Archival: generate PDF using Adobe Acrobat Professional 8.0 or NRC designated PDF generator and PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata.
3. Print-ready: min. 600 dpi (1200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF shall be an entire document, including cover, inside cover, title page, Form 335, etc. (see NUREG-1757)
4. Web-enabled (electronic): bookmarks for navigation (generated by Microsoft® Office Word 2003, or current NRC designated word processing software, as directed by the TM, with the heading styles applied); live links to Web sites (entire URL shall be active); meet NRC Web publication standards; enabled for Fast Web view; match agencywide electronic standards (<http://www.nrc.gov/site-help/e-submittals.html>).

Suggestions for file names—

1. Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens ("_" and "-")
2. Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters
3. Reserve the period (".", full stop) for the file extension at the end of the filename

In addition to general document quality standards, the contractor shall meet the standards in—

1. U.S. Government Printing Office (GPO) Style Manual
2. NUREG-0650, Rev. 2, "Preparing NUREG-series Publications"
3. NUREG-1379, "NRC Editorial Style Guide"
4. NUREG-0544, "NRC Collection of Abbreviations," Rev. 4 July 1998
5. www.plainlanguage.gov
6. Section 508 of the Rehabilitation Act

The contractor is responsible for services to improve the quality, clarity, and consistency of the FSEIS. The contractor shall also be responsible for:

1. Verifying the message is a coherent and logical flow of ideas
2. Correcting syntax, grammar, spelling, and punctuation
3. Ensuring consistent use of terms, acronyms, abbreviations, and symbols

4. Correcting disagreement of the subject and verb and faulty parallelisms
5. Eliminating ambiguities, redundancy (wordiness), and overuse of the passive voice
6. Ensuring consistency and accuracy of heading styles, headers, and footers
7. Consistency of equations
8. Consistency and clarity of tables and figures; and redesigning them (as required) to improve their visual effectiveness
9. The accuracy of references and cross-references
10. Verifying references are available to the public
11. Consistency of text, figures, table headings, and section headings with the table of contents
12. Pagination -- verifying page numbers are consistent with the table of contents

The final deliverable document for Task 6 shall:

1. Be provided in the NRC-approved version of Microsoft ® Office Word 2003 or NRC designated word processing software, as directed by the TM
2. Be provided in a PDF format generated by Adobe Acrobat Professional 8.0 or NRC designated PDF generator
3. Be delivered "camera ready" on CD-ROM
4. Meet the requirements above of "The contractor shall ensure the FSEIS is in Microsoft ® Office Word 2003 and the file shall use--"
5. Meet the requirements above of "Electronic files shall be--"
6. Meet the requirements above of "The contractor is responsible for services to improve the quality, clarity, and consistency of the FSEIS--"

Prior to providing the TM with a final copy of the deliverable for Task 6, the contractor shall perform a quality assurance review of the FSEIS to ensure the requirements previously stated in this task are met.

Task 7. Final Safety Evaluation Report

Task 7 is based on the deliverable from Task 5. For each application as identified by delivery order, the contractor shall revise the SER with open items based on additional information as provided by the TM. The contractor shall also incorporate specific technical evaluation input as provided by the TM to close the Open and Confirmatory items in the SER with open items that was prepared under Task 5. This task also includes, but is not limited to revising Section 1 of the SER regarding the Open and Confirmatory items (typically Section 1.5 and 1.6, respectively) and updating the appendices in the SER. The contractor shall provide the necessary technical editor review of the SER to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the SER compared with the SER with open items prepared under Task 5. Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the TM in a track changes format for review before incorporation into the SER. Then, the contractor shall provide a track changes version, comparing the differences between the final SER (Task 7) and the SER with open items (Task 5), to the TM for NRC review. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the TM will provide comments on this SER to the contractor in numerous batches, requiring turnaround within one work day in certain cases as directed by the TM. The contractor shall revise the SER based on comments from the TM and submit a final SER that is camera ready for NUREG publications. The schedule for completing Task 7 will be mutually agreed upon, but shall be no later than sixteen (16) months from the NRC's receipt date of the LRA.

The contractor shall ensure the SER is in Microsoft ® Office Word 2003 and the file shall use:

1. Styles
2. Automated formatting (no manually tabbed columns)
3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
4. Headers and other structural markup
5. SER specific abbreviation list

6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark column headers if possible)
8. Embedded fonts and objects

The deliverable is a cover-to-cover plant-specific SER based on technical and administrative information in the LRA and supplemental information, as provided by the TM. The contractor shall also provide the necessary review of the SER to ensure that it meets the NRC publication requirements for a NUREG-series report. The NRC will review the SER and provide comments to the contractor. The contractor shall revise and provide the SER based on comments from the TM by a mutually agreed upon date, but shall be no later than sixteen (16) months from the NRC's receipt date of the LRA.

For the Task 7 deliverable, the contractor will provide accessible, archival-quality, print-ready, Web-enabled PDF and DOC source files that meet Federal and agency requirements for publications. The print and electronic copies shall match (print the paper copy from the PDF, which is generated from the Microsoft® Office Word 2003 file).

Electronic files shall be—

1. Accessible: comply with Section 508 of the Rehabilitation Act (check the accessibility); accessible to screen readers; high contrast in black and white if any color is used; any information conveyed with color is conveyed equally well when color is not available
2. Archival: generate PDF using Adobe Acrobat Professional 8.0 or NRC designated PDF generator and PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata.
3. Print-ready: min. 600 dpi (1200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF shall be an entire document, including cover, inside cover, title page, Form 335, etc. (see NUREG-1757)
4. Web-enabled (electronic): bookmarks for navigation (generated by Microsoft® Office Word 2003, or current NRC designated word processing software, as directed by the TM, with the heading styles applied); live links to Web sites (entire URL shall be active); meet NRC Web publication standards; enabled for Fast Web view; match agencywide electronic standards (<http://www.nrc.gov/site-help/e-submittals.html>).

Suggestions for file names—

1. Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens (“_” and “-”)
2. Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters
3. Reserve the period (“.”, full stop) for the file extension at the end of the filename

In addition to general document quality standards, the contractor shall meet the standards in—

1. U.S. Government Printing Office (GPO) Style Manual
2. NUREG-0650, Rev. 2, "Preparing NUREG-series Publications"
3. NUREG-1379, "NRC Editorial Style Guide"
4. NUREG-0544, "NRC Collection of Abbreviations," Rev. 4 July 1998
5. www.plainlanguage.gov
6. Section 508 of the Rehabilitation Act

The contractor is responsible for services to improve the quality, clarity, and consistency of the SER. The contractor shall also be responsible for:

1. Verifying the message is a coherent and logical flow of ideas
2. Correcting syntax, grammar, spelling, and punctuation
3. Ensuring consistent use of terms, acronyms, abbreviations, and symbols
4. Correcting disagreement of the subject and verb and faulty parallelisms
5. Eliminating ambiguities, redundancy (wordiness), and overuse of the passive voice
6. Ensuring consistency and accuracy of heading styles, headers, and footers
7. Consistency of equations
8. Consistency and clarity of tables and figures; and redesigning them (as required) to improve their visual effectiveness

9. The accuracy of references and cross-references
10. Verifying references are available to the public
11. Consistency of text, figures, table headings, and section headings with the table of contents
12. Pagination -- verifying page numbers are consistent with the table of contents

The final deliverable document for Task 7 shall:

1. Be provided in the NRC-approved version of Microsoft ® Office Word 2003 or NRC designated word processing software, as directed by the TM
2. Be provided in a PDF format generated by Adobe Acrobat Professional 8.0 or NRC designated PDF generator
3. Be delivered "camera ready" on CD-ROM
4. Meet the requirements above of "The contractor shall ensure the SER is in Microsoft ® Office Word 2003 and the file shall use--"
5. Meet the requirements above of "Electronic files shall be--"
6. Meet the requirements above of "The contractor is responsible for services to improve the quality, clarity, and consistency of the SER--"

Prior to providing the TM with a final copy of the deliverable for Task 7, the contractor shall perform a quality assurance review of the SER to ensure the requirements previously stated in this task are met.

Task 8. Related Support

As directed by task order, which shall only be agreed upon by the contractor and the NRC Contracting Officer, the contractor shall provide up to 700 person-hours of related support to assist with producing additional documents, as needed. Examples of additional documents may include: supplements to the final SER, supplements to the FSEIS, errata to the SER, or errata to the FSEIS. The scope of work, resources, and completion time for each document under this task will be agreed upon by the contractor and the NRC Contracting Officer prior to starting the activity.

The contractor shall ensure the deliverable is in Microsoft ® Office Word 2003 and the file shall use:

1. Styles
2. Automated formatting (no manually tabbed columns)
3. Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
4. Headers and other structural markup
5. Document specific abbreviation list
6. List and link figures, equations, tables, etc.
7. Formatted tables with simple columns (do not nest tables, mark column headers if possible)
8. Embedded fonts and objects

The deliverable is a cover-to-cover document based on technical and administrative information as provided by the TM. The contractor shall also provide the necessary review of the document to ensure that it meets the NRC publication requirements for the particular document type. The NRC will review the document and provide comments to the contractor. The contractor shall revise and provide the document based on comments from the TM by a mutually agreed upon date.

For the Task 8 deliverable, the contractor will provide accessible, archival-quality, print-ready, Web-enabled PDF and DOC source files that meet Federal and agency requirements for publications. The print and electronic copies shall match (print the paper copy from the PDF, which is generated from the Microsoft ® Office Word 2003 file).

Electronic files shall be—

1. Accessible: comply with Section 508 of the Rehabilitation Act (check the accessibility); accessible to screen readers; high contrast in black and white if any color is used; any information conveyed with color is conveyed equally well when color is not available
2. Archival: generate PDF using Adobe Acrobat Professional 8.0 or NRC designated PDF generator and PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata.
3. Print-ready: min. 600 dpi (1200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF shall be an entire document, including cover, inside cover, title page, Form 335, etc. (see NUREG-1757)
4. Web-enabled (electronic): bookmarks for navigation (generated by Microsoft ® Office Word 2003, or current NRC designated word processing software, as directed by the TM, with the heading styles applied); live links to Web sites (entire URL shall be active); meet NRC Web publication standards; enabled for Fast Web view; match agencywide electronic standards (<http://www.nrc.gov/site-help/e-submittals.html>).

Suggestions for file names—

1. Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens (“_” and “-”)
2. Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters
3. Reserve the period (“.”, full stop) for the file extension at the end of the filename

In addition to general document quality standards, the contractor shall meet the standards in—

1. U.S. Government Printing Office (GPO) Style Manual
2. NUREG-0650, Rev. 2, "Preparing NUREG-series Publications"
3. NUREG-1379, "NRC Editorial Style Guide"
4. NUREG-0544, "NRC Collection of Abbreviations," Rev. 4 July 1998
5. www.plainlanguage.gov
6. Section 508 of the Rehabilitation Act

The contractor is responsible for services to improve the quality, clarity, and consistency of the document. The contractor shall also be responsible for:

1. Verifying the message is a coherent and logical flow of ideas
2. Correcting syntax, grammar, spelling, and punctuation
3. Ensuring consistent use of terms, acronyms, abbreviations, and symbols
4. Correcting disagreement of the subject and verb and faulty parallelisms
5. Eliminating ambiguities, redundancy (wordiness), and overuse of the passive voice
6. Ensuring consistency and accuracy of heading styles, headers, and footers
7. Consistency of equations
8. Consistency and clarity of tables and figures; and redesigning them (as required) to improve their visual effectiveness
9. The accuracy of references and cross-references
10. Verifying references are available to the public
11. Consistency of text, figures, table headings, and section headings with the table of contents
12. Pagination -- verifying page numbers are consistent with the table of contents

The final deliverable document for Task 8 shall:

1. Be provided in the NRC-approved version of Microsoft ® Office Word 2003 or NRC designated word processing software, as directed by the TM
2. Be provided in a PDF format generated by Adobe Acrobat Professional 8.0 or NRC designated PDF generator
3. Be delivered “camera ready” on CD-ROM
4. Meet the requirements above of “The contractor shall ensure the SER is in Microsoft ® Office Word 2003 and the file shall use--”
5. Meet the requirements above of “Electronic files shall be--”
6. Meet the requirements above of “The contractor is responsible for services to improve the quality, clarity, and consistency of the SER--”

Prior to providing the TM with a final copy of the deliverable for Task 8, the contractor shall perform a quality assurance review of the document to ensure the requirements previously stated in this task are met.

Task 9. Monthly Status Report and License Fee Recovery Cost Report

A. Monthly Status Report

The contractor shall provide a monthly status report 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 PO, TM, G. Tharpe, of NRR/PMDA/FMB, and Géraldine Best, from the Office of Chief Financial Officer (OCFO). A hard copy of the report shall be mailed to the NRC Contracting Officer (CO). The format and content requirements for the report are contained in Attachment 2 to this SOW.

The technical status section of the report shall contain a summary of the work performed under each delivery order 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 or task order.

B. License Fee Recovery Cost Status Report

Pursuant to the provisions on fees of 10 CFR Parts 170 and 171, the contractor shall provide the total amount of funds accrued during the period and cumulative to date for each task and delivery order by facility. The License Fee Recovery Status Report must be on a separate page, as part of the monthly status report, in the format provided in Attachment 2.

There should be only one License Fee Recovery Cost Status (LFRCS) table per contract each month. Unit numbers, for example, Nuclear Power Plant X Unit 1 and Nuclear Power Plant X Unit 2, should be identified for each facility included in each table. The facilities should be sorted by docket number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one unit at the same site, each unit should be listed separately and the costs should be split appropriately between the units. Common costs, as defined below, must be identified separately in the LFRCS table each month and must be divided among all plants worked on under the program during the month. The total of the period costs reported in the LFRCS table should equal the total of the period costs reported in the financial status report. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the LFRCS table.

"Common costs" are those costs associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: (1) preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; (2) efforts associated with the lead-plant concept that might be involved during the first one or two plant reviews; (3) meetings and discussions involving the above efforts to provide orientation, background knowledge, or guidance during the course of a program; (4) any technical effort applied to a category of plants; and (5) project management. The format and content requirements for the report are contained in Attachment 2 to this SOW.

5. PERFORMANCE REQUIREMENTS

The deliverables required under this effort shall conform to the standards contained, or referenced, in the SOW. The Performance Requirements Summary (Attachment 1) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to this effort.

6. MEETINGS AND TRAVEL

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

- One (1), 3 or 4-person, two-day trip to the NRC Headquarters in Rockville, Maryland.
- Thirty (30), 1-person, 1-hour trips, or the equivalent, to the NRC Headquarters in Rockville, Maryland, over the period of performance.

7. NRC FURNISHED MATERIALS

The TM will provide the contractor with the LRAs and the SEIS and SER 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 past and current LRAs and staff SEISs and SERs.

<http://www.nrc.gov/reactors/operating/licensing/renewal/applications.html#plant>

The following NUREG reports related to this effort are available through the NRC Agencywide Document Access and Management System (ADAMS).

NUREG-1379, "NRC Editorial Style Guide," is available through ADAMS at: <http://www.nrc.gov/reading-rm/adams/web-based.html> (Accession No. ML041050307)

NUREG-0544, "NRC Collection of Abbreviations," Revision 2, is available through ADAMS at: <http://www.nrc.gov/reading-rm/adams/web-based.html> (Accession No. ML041050544)

An electronic copy of MD 3.7 will be provided if requested by the contractor.

8. LICENSE FEE

This work is license fee recoverable.

9. DELIVERABLES

The contractor shall provide the deliverables listed below in two (2) electronic formats (Microsoft® Office Word 2003 or NRC designated word processing software and PDF file using Adobe Acrobat Professional 8.0 or NRC designated PDF) and a hard copy printed from the PDF file to the TM and the PO.

A "Final Draft", as required in Task 4 and Task 5 below, refers to the final camera-ready draft to be sent for public review (SEIS) or for concurrence (SER). A "Draft Final", as required in Task 6 and Task 7 below, refers to the draft of the final document incorporating comments and mark-ups as directed by the TM.

For certain LRAs, due to unforeseen circumstances, the delivery order may be provided to the contractor later than the anticipated delivery order date. The contractor shall coordinate activities with the TM, as required, to meet the scheduled due dates for Tasks 4 through 7.

Task 2. SEIS Template

Due: Two (2) months from the NRC's receipt date of the LRA.

Task 3. SER Framework

Due: Three (3) months from the NRC's receipt date of the LRA.

Task 4. Draft SEIS

Draft Due: Seven (7) months from the NRC's receipt date of the LRA.

Final Draft Due: Nine (9) months from the NRC's receipt date of the LRA.

Task 5. SER with Open Items

Draft Due: Nine (9) months from the NRC's receipt date of the LRA.

Final Draft Due: Eleven (11) months from the NRC's receipt date of the LRA.

Task 6. Final SEIS

Draft and track changes comparison document

Draft Due: Thirteen (13) months from the NRC's receipt date of the LRA.

Draft Final Due: Fifteen (15) months from the NRC's receipt date of the LRA.

Task 7. Final SER

Draft and track changes comparison document

Draft Due: Fourteen (14) months from the NRC's receipt date of the LRA.

Draft Final Due: Sixteen (16) months from the NRC's receipt date of the LRA.

Task 8. Related Support

Due: Varies; as agreed upon by the contractor and the CO.

Task 9. Monthly Status Report and License Fee Recovery Cost Report

Due: By the 15th of each month.

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
\$	52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
	52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

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
		FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
\$	52.242-15	STOP-WORK ORDER	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 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 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 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.

F.4 DELIVERY SCHEDULE

The delivery schedule for CLINs 001 through 008 will be mutually agreed upon for each delivery order under this contract by the NRC PO/TM and the Contractor.

The delivery schedule for CLIN 009 will be mutually agreed upon for each task order under this contract by the NRC CO and the Contractor.

F.5 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 (1 copy)

U.S. Nuclear Regulatory Commission
Alesha M. Bellinger, Mail Stop: O11-F1
Washington, DC 20555

(b) Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
Donald A. King, Mail Stop: TWB-01-B10M
Washington, DC 20555

F.6 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)

The ordering period for this contract shall commence on September 30, 2008 and will expire September 29, 2011. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Name: Alesha M. Bellinger
Address: U.S. Nuclear Regulatory Commission
Mail Stop: O13-D5
Washington, DC 20555
Telephone Number: (301) 415-0596
Email Address: Alesha.Bellinger@nrc.gov

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

(d) Performance of the work under this contract is subject to the technical direction of the NRC PO and TM. The term "technical direction" is defined to include the following:

1. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.
2. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
3. Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the order.

(e) Technical direction must be within the general statement of work stated in the contract. The PO and TM do 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.
- (f) All technical directions must be issued in writing by the TM or PO or must be confirmed by the PO in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the CO.
- (g) The contractor shall proceed promptly with the performance of technical directions duly issued by the PO in the manner prescribed by this clause and within the PO's authority under the provisions of this clause.
- (h) If, in the opinion of the contractor, any instruction or direction issued by the PO is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the CO in writing within five (5) working days after the receipt of any instruction or direction and shall request the CO to modify the contract accordingly. Upon receiving the notification from the contractor, the CO shall issue an appropriate modification or advise the contractor in writing that, in the CO's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (i) Any unauthorized commitment or direction issued by the PO 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.
- (j) 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.
- (k) In addition to providing technical direction as defined in paragraph (b) of the section, the PO shall:
1. Place delivery orders, and monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO 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 CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
 4. Assist the contractor in obtaining the badges for the contractor personnel.
 5. Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

- (a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

G.3 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

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

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

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

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

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

- (1) Statement of work/meetings/travel and deliverables;

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

G.4 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

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

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

G.5 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue Delivery Orders, but NOT Task Orders under this contract:

Alesha Bellinger

(b) All Delivery Orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

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 therefore (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:

[REDACTED]

[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 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 (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

i) The TM will provide the contractor with the LRAs and the SEIS and SER 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 past and current LRAs and staff SEISs and SERs.

<http://www.nrc.gov/reactors/operating/licensing/renewal/applications.html#plant>

ii) The following NUREG reports related to this effort are available through the NRC Agencywide Document Access and Management System (ADAMS).

1) NUREG-1379, "NRC Editorial Style Guide," is available through ADAMS at:
<http://www.nrc.gov/reading-rm/adams/web-based.html> (Accession No. ML041050307)

2) NUREG-0544, "NRC Collection of Abbreviations," Revision 2, is available through ADAMS at:
<http://www.nrc.gov/reading-rm/adams/web-based.html> (Accession No. ML041050544)

iii) An electronic copy of MD 3.7 will be provided if requested by the contractor.

(b) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(c) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

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)

H.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOUO-Allegation Information@ or AOUO-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

H.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and

subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE OF HYBRID CONTRACT**

This is a FFP/LH type contract.

See the listing below for applicable contract types:

FFP = Firm Fixed Price
 FP-E = Fixed Price with Economic Price Adjustment
 FP-I = Fixed Price Incentive
 FP-P = Fixed Price Redetermination-Prospective
 FP-R = Fixed Price Redetermination-Retroactive
 FFP-L = Firm Fixed Price, Level of Effort Term
 LH = Labor Hour
 TM = Time and Material CPAF = Cost Plus Award Fee Completion; CPAF-T = Term
 CPIF = Cost Plus Incentive Fee Completion; CPIF-T = Term
 CR = Cost Reimbursement (No Fee) Completion; CR-T = Term
 CS = Cost Sharing Completion; CS-T = Term
 TM = Time and Materials

When applicable, the following symbols will appear next to the applicable clauses and provisions through out this document.

\$ = applicable to FIXED-PRICE line items only.

@ = applicable to COST-REIMBURSEMENT line items only.

& = applicable to TIME-&-MATERIAL/LABOR-HOUR line items only .

I.2 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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY	JAN 1997

	OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	
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 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
\$ 52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 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	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	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	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
\$ 52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
\$ 52.232-1	PAYMENTS	APR 1984
\$ 52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
\$ 52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF	OCT 2004

	CONTRACT CLAIM	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
\$ 52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
& 52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
\$ 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
& 52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
\$ 52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.3 52.216-18 ORDERING (OCT 1995)

(a) CLINs 003 through 009 of this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 30, 2008 through September 29, 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$800,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6.

I.6 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 Thomas Associates, Inc. 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.

1.7 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code 561410 assigned to contract number NRC-03-08-088.

[Contractor to sign and date and insert authorized signer's name and title].

I.8 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities

not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.9 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

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

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer); to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

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

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

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

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

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

time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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

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

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

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

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

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

(h) Interim payments on contracts for other than services.

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

(2) The designated payment office will make interim payments for contract financing on the 30 day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

- (i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (ii)

I.10 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.11 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 REQUIREMENT SUMMARY		4
2	SAMPLE MONTHLY STATUS REPORT		2
3	SAMPLE DELIVERY ORDER		2
4	NRC Acquisition Regulation (48 CFR Chapter 20) Subpart 2009.5 Organizational Conflicts of Interest		6
5	BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS	(JUNE 2008)	2
6	BILLING INSTRUCTION FOR LABOR HOUR/ TIME AND MATERIAL TYPE CONTRACTS	(JUNE 2008)	2

PERFORMANCE REQUIREMENT SUMMARY

Performance Requirement and Deliverables	Standard	Method of Review	Incentives / Deduction
Task 1 Orientation	All contractor personnel for this contract are required to attend two full day meetings.	Contractor personnel (minimum 3) attend meeting prepared to discuss the format of the SEIS and SER.	Full payment for 100% compliance.
Task 2 Development of the SEIS template	<p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document.</p> <p>MS Word files uses: styles; automated formatting; linked bookmarks for anchors for the table of contents; headers and other structural markup; abbreviation list; list and link figures, equations, tables, etc.; formatted tables with simple columns; and embedded fonts and objects.</p>	<p>TM/NRC review</p> <p>Style sheet itemizing the specifications for each style or tag applied in the word processing program</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p> <p>No adjustment to deliverable due dates under Tasks 4 and 6 as a result of unacceptable delay in Task 2 report.</p> <p>Increased NRC surveillance and additional contractor reporting requirements.</p>
Task 3 Development of the SER Framework	<p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document.</p> <p>MS Word files uses: styles; automated formatting; linked bookmarks for anchors for the table of contents; headers and other structural markup; abbreviation list; list and link figures, equations, tables, etc.; formatted tables with simple columns; and embedded fonts and objects.</p>	<p>TM/NRC review</p> <p>Style sheet itemizing the specifications for each style or tag applied in the word processing program</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p> <p>No adjustment to deliverable due dates under Tasks 5 and 7 as a result of unacceptable delay in Task 3 report.</p>

			Increased NRC surveillance and additional contractor reporting requirements
Task 4 DSEIS	<p>TM comments are incorporated within 1 day when required.</p> <p>All technical input is included into the correct section of the DSEIS, as identified by the TM.</p> <p>MS Word files uses: styles; automated formatting; linked bookmarks for anchors for the table of contents; headers and other structural markup; abbreviation list; list and link figures, equations, tables, etc.; formatted tables with simple columns; and embedded fonts and objects.</p>	<p>TM to monitor</p> <p>Contractor quality control plan for organizing, tracking, reviewing, and managing changes shall validate</p> <p>Style sheet itemizing the specifications for each style or tag applied in the word processing program</p> <p>TM/NRC review</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p> <p>No adjustment to deliverable due dates under Task 6 as a result of unacceptable delay in Task 4 report.</p>
Task 5 SER with Open Items	<p>TM comments are incorporated within 1 day when required.</p> <p>All technical input is included into the correct section of the SER with open items, as identified by the TM.</p> <p>MS Word files uses: styles; automated formatting; linked bookmarks for anchors for the table of contents; headers and other structural markup; abbreviation list; list and link figures, equations, tables, etc.; formatted tables with simple columns; and embedded fonts and objects.</p>	<p>TM to monitor</p> <p>Contractor quality control plan for organizing, tracking, reviewing, and managing changes shall validate</p> <p>Style sheet itemizing the specifications for each style or tag applied in the word processing program</p> <p>TM/NRC review</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p> <p>No adjustment to deliverable due dates under Task 7 as a result of unacceptable delay in Task 5 report.</p>
Task 6	All technical input is included into the correct	TM/NRC review	Full payment for 100% compliance.

<p>FSEIS</p>	<p>section of the FSEIS, as identified by the TM.</p> <p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document.</p> <p>MS Word files uses: styles; automated formatting; linked bookmarks for anchors for the table of contents; headers and other structural markup; abbreviation list; list and link figures, equations, tables, etc.; formatted tables with simple columns; and embedded fonts and objects.</p>	<p>Contractor quality control plan for organizing, tracking, reviewing, and managing changes shall validate</p> <p>Style sheet itemizing the specifications for each style or tag applied in the word processing program</p>	<p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Task 7 Final SER</p>	<p>All technical input is included into the correct section of the SER, as identified by the TM.</p> <p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document.</p> <p>MS Word files uses: styles; automated formatting; linked bookmarks for anchors for the table of contents; headers and other structural markup; abbreviation list; list and link figures, equations, tables, etc.; formatted tables with simple columns; and embedded fonts and objects.</p>	<p>TM/NRC review</p> <p>Contractor quality control plan for organizing, tracking, reviewing, and managing changes shall validate</p> <p>Style sheet itemizing the specifications for each style or tag applied in the word processing program</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Task 8 Related Support</p>	<p>All technical input is included into the correct section of the document, as identified by the TM.</p> <p>No spelling or</p>	<p>TM/NRC review</p> <p>Contractor quality control plan for organizing, tracking, reviewing, and</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by</p>

	<p>grammatical errors; conforms to requirements for a NUREG-series (or other designated format) document.</p> <p>MS Word files uses: styles; automated formatting; linked bookmarks for anchors for the table of contents; headers and other structural markup; abbreviation list; list and link figures, equations, tables, etc.; formatted tables with simple columns; and embedded fonts and objects</p>	<p>managing changes shall validate</p> <p>Style sheet itemizing the specifications for each style or tag applied in the word processing program</p>	<p>contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Task 9 Monthly Status Report and License Fee Recovery Cost Report</p>	<p>Reports include all required information and are delivered by the 15th of every month during the contracts period of performance.</p>	<p>PO/TM review</p>	<p>Full payment for 100% compliance.</p>

MONTHLY STATUS REPORT - MONTH 2008

Contract No:
 Job Code:
 Title:
 Period of Performance:
 Contractor Project Manager:
 Phone Number:

Financial Summary Information - Contract

Total Contract Award Amount:
 Cumulative Delivery Orders Placed:
 Funds Obligated to Date:
 Total Costs Incurred This Period:
 Cumulative Costs to Date:
 Percent Expended:
 Balance of Obligated Funds Remaining:

License Fee Recovery Cost Status - Contract

Delivery/Task Order	Facility Name and Unit	Docket Number	Identification (TAC) Number	Costs	
				Period	Cumulative

Common Costs

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

Delivery Order Status (by Individual Delivery Order)

Delivery Order No: _____
 NRC License Renewal Project Manager:

A. Financial Summary Information

Total Delivery Order Estimate:
 Funds Obligated to Date:
 Delivery Order Cost Incurred This Period:
 Cumulative Delivery Order Costs to Date:
 Percent Expended:
 Balance of Obligated Funds Remaining:

B. Efforts Completed/Schedule Milestone Information

Plant/LRA	Task	Task Ceiling	Task Expenditures to Date	Percentage Completed to Date	Percentage Expended to Date	Actual Completion Date
Orientation	1					
Plant A	2					
	3					
	4					
	5					
	6					
	7					
Plant B	2					
	3					
	4					
	5					
	6					
	7					
Plant C	8*					

* As directed by PO/TM

C. Problems Encountered/Resolution

**US Nuclear Regulatory Commission
DELIVERY ORDER FORM
Contract No. NRC-03-08-088**

1. Date	2. Delivery Order Number	3. Plant
4. NRC Project Officer		5. E-mail Address
		301-415-
7. NRC Technical Monitor - LRA PM		8. E-mail Address
(_____, PM)		301-415-

NRC Provided Materials

<p><i>10. Documents/Materials Provided</i></p> <p><i>Electronic</i></p> <p><i>Paper</i></p> <p><i>Date Provided</i></p> <p>LR Framework for SEIS and SER</p> <p>LRA for specific plants</p> <p>SEIS and SER Technical Input</p> <p>Other (specify) NUREG-1555, NUREG-1800, NUREG-1801</p>

Delivery Order Schedule

Task completion dates and NRC documents/materials are provided for the purpose of planning and responding to this order. Estimates are due within 5 work days from receipt of this order.

	11. Required Task Completion Date	12. Deliverable Due Dates	13. CLIN	14. Price (per contract schedule of supplies/services)
Task 2: SEIS Template	Start: Complete:			
Task 3: SER Framework	Start: Complete:			
Task 4: DSEIS	Start: Complete:			
Task 5: SER with Open Items	Start: Complete:			

Task 6: FSEIS	Start: Complete:			
Task 7: Final SER	Start: Complete:			
Travel	Start: Complete:			
15. Total Cost				
Acknowledgment and Acceptance of Delivery Order				
Signature and Title - Contractor			Date	
Signature - NRC Project Officer			Date	

NRC Acquisition Regulation (48 CFR Chapter 20) Subpart 2009.5 Organizational Conflicts of Interest

§2009.500 Scope of subpart.

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

§2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

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

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

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

§2009.570-2 Definitions.

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

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

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

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

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

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

(1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or

(2) May result in its being given an unfair competitive advantage.

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

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

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

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

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

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

(a) General.

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

- (i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?
- (ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

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

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

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

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

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

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

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

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

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

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

- (ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.
- (iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.
- (iv) Where the offeror or contractor is granted access to proprietary information of its competitors.
- (v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.
- (c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.
- (1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.
- (ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.
- (2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.
- (ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.
- (3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.
- (ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.
- (4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.
- (ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the

contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

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

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

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

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

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

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

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

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

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

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

(d) Other considerations.

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

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

§2009.570-4 Representation.

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

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

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

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

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

§2009.570-5 Contract clauses.

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

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

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

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

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

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

§2009.570-7 Conflicts identified after award.

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

§2009.570-8 Subcontracts.

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

§2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

(1) The work to be performed under contract is vital to the NRC program;

(2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

§2009.570-10 Remedies.

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

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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 as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor'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 contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. 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).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice 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 and 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.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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 as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

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

Format: Claims shall 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.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. 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 and 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.