

**AWARD/CONTRACT**

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

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N/A

PAGE OF PAGES  
1

2. CONTRACT NO. (Proc. Inst. Ident.)  
NRC-08-08-307

3. EFFECTIVE DATE  
JUN 16 2008

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  
08-08-307

5. ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission  
Attn: James Leedom, Div of Contracts  
Two White Flint North - MS T-7-I-2  
Washington, DC 20555

6. ADMINISTERED BY (if other than Item 5) CODE 3100

U.S. Nuclear Regulatory Commission  
Div of Contracts  
Two White Flint North - MS T-7-I-2  
Washington, DC 20555

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

ADVANCED SYSTEMS TECHNOLOGY & MANAGEMENT INC  
  
1600 TYSONS BLVD 8TH FL  
  
MCLEAN VA 221024865

8. DELIVERY

FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

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

CODE 049192649 FACILITY CODE

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

Washington DC 20555

12. PAYMENT WILL BE MADE BY CODE DUNS 049192649

Department of Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver CO 80325-2230

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)  41 U.S.C. 253(c)5

14. ACCOUNTING AND APPROPRIATION DATA  
87G-15-11A-C01 N7338 252A 31x0200 Obligate \$400,000.00  
FFS# RQ-OIP-08-309

15A. ITEM NO.	15B. SUPPLIES/SERVICES.	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Contractor shall provide personnel with specific technical and scientific expertise applicable to nuclear safety and security regulations, focusing on radioactive sources, to assist the NRC's Office of International Program's staff in providing support to the State Nuclear Regulatory Committee of Ukraine (SNRCU).  The total ceiling of this contract is \$993,157.74				

15G. TOTAL AMOUNT OF CONTRACT \$400,000.00

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTIONS/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any 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.

19A. NAME AND TITLE OF SIGNER (Type or print)

Bing Ran, Executive VP

20A. NAME OF CONTRACTING OFFICER

Jeffrey L. McDermott  
Contracting Officer

19B. NAME OF CONTRACTOR

BY [Signature]  
(Signature of person authorized to sign)

19C. DATE SIGNED

6/19/08

20B. UNITED STATES OF AMERICA

BY [Signature]  
(Signature of Contracting Officer)

20C. DATE SIGNED

6/19/08

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SUNSI REVIEW COMPLETE

STANDARD FORM 26 (REV. 12/2002) Prescribed by GSA - FAR (48 CFR) 501.26(a)

TEMPLATE - ADM001

JUN 11 2008

ADM002

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

The title of this project is as follows:

"Support for State Nuclear Regulatory Committee of Ukraine"

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Contractor shall provide personnel with specific technical and scientific expertise applicable to nuclear safety and security regulations, focusing on radioactive sources, to assist the NRC's Office of International Programs (OIP) staff in providing support to the State Nuclear Regulatory Committee of Ukraine (SNRCU).

**B.3 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988) ALTERNATE I (JUN 1988)**

- (a) The total estimated cost to the Government for full performance under this contract is \$993,157.74.
- (b) The amount presently obligated by the Government with respect to this contract is \$400,000.00.
- (c) It is estimated that the amount currently allotted will cover performance through April 5, 2009.

B.4 Price Schedule

Base Year: June 18, 2008 – June 17, 2009

<u>Services/Equipment</u>	<u>Unit Price</u>	<u>Total</u>
Travel Ceiling:		\$ 27,564.00
Sub-Contractor Ceiling:		\$ 50,000.00
Translation Services:	\$ [REDACTED]	\$ 3,360.00
Communications:	\$ [REDACTED]	\$ 418.00
Overseas Express Mail:	\$ [REDACTED]	\$ 200.00
Domestic Express Mail:	\$ [REDACTED]	\$ 50.00
Equipment Ceiling:		\$169,000.00
General/Administrative:		\$ 29,520.00
<b>Sub Total Services/Equipment:</b>		<b>\$280,112.00</b>

<u>Labor</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Program Manager	[REDACTED]	[REDACTED]	\$96,960.00
Senior Systems Analyst I	[REDACTED]	[REDACTED]	\$ 7,116.00
Principal Engineering Analyst I	[REDACTED]	[REDACTED]	\$42,775.20
Engineering Analyst	[REDACTED]	[REDACTED]	\$ 3,054.72
Senior Business Leader I	[REDACTED]	[REDACTED]	\$32,382.00
Administrative Assistant	[REDACTED]	[REDACTED]	\$36,933.40
Senior Business Leader II	[REDACTED]	[REDACTED]	\$ 2,006.90
Principal Engineering Analyst II	[REDACTED]	[REDACTED]	\$15,027.60
Engineering Analyst II	[REDACTED]	[REDACTED]	\$ 5,458.40
<b>Sub Total Labor:</b>			<b>\$241,714.22</b>
<b>Sub Total Services/Equipment:</b>			<b>\$280,112.00</b>
<b>Total Ceiling for the Base Period:</b>			<b>\$521,826.22</b>

Option Year #1: June 18, 2009 – June 17, 2010

<u>Services/Equipment</u>	<u>Unit Price</u>	<u>Total</u>
Travel Ceiling:		\$ 27,564.00
Sub-Contractor Ceiling:		\$ 50,000.00
Translation Services:	\$ [REDACTED]	\$ 3,360.00
Communications:	\$ [REDACTED]	\$ 418.00
Overseas Express Mail:	\$ [REDACTED]	\$ 200.00
Domestic Express Mail:	\$ [REDACTED]	\$ 50.00
Equipment Ceiling:		\$150,000.00
General/Administrative:		\$ 27,282.00
<b>Sub Total Services/Equipment:</b>		<b>\$258,874.00</b>

<u>Labor</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Program Manager			\$50,419.20
Senior Systems Analyst I			\$ 7,400.80
Principal Engineering Analyst I			\$44,488.80
Engineering Analyst			\$ 3,177.12
Senior Business Leader I			\$33,676.20
Administrative Assistant			\$38,406.00
Senior Business Leader II			\$ 2,087.20
Principal Engineering Analyst II			\$15,628.80
Engineering Analyst II			\$ 5,676.80
<b>Sub Total Labor:</b>			<b>\$200,960.92</b>
<b>Sub Total Services/Equipment:</b>			<b>\$258,874.00</b>
<b>Total Ceiling for Option Year #1:</b>			<b>\$459,834.92</b>

Option Year #2: June 18, 2010 – June 17, 2011

<u>Services/Equipment</u>	<u>Unit Price</u>	<u>Total</u>
Travel Ceiling:		\$ 0.00
Sub-Contractor Ceiling:		\$ 0.00
Translation Services:	\$ [REDACTED]	\$ 0.00
Communications/Mail	\$ [REDACTED]	\$ 0.00
	\$ [REDACTED]	\$ 0.00
<b>Sub Total for Comm/Mail:</b>		<b>\$167.00</b>
Equipment Ceiling:		\$ 0.00
General/Administrative:		\$ 20.00
<b>Sub Total Services/Equipment:</b>		<b>\$187.00</b>

<u>Labor</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Program Manager			\$8,739.20
Senior Systems Analyst I			\$ 0.00
Principal Engineering Analyst I			\$2,570.40
Engineering Analyst		0	\$ 0.00
Senior Business Leader I		0	\$ 0.00
Administrative Assistant		0	\$ 0.00
Senior Business Leader II		0	\$ 0.00
Principal Engineering Analyst II		0	\$ 0.00
Engineering Analyst II		0	\$ 0.00
<b>Sub Total Labor:</b>			<b>\$11,309.60</b>
<b>Sub Total Services/Equipment:</b>			<b>\$ 187.00</b>
<b>Total Ceiling for Option Year #2:</b>			<b>\$11,496.60</b>

Base Year:	\$521,826.22
Option Year #1:	\$459,834.92
Option Year #2:	\$ 11,496.60
<b>Total Contract Ceiling:</b>	<b>\$993,157.74</b>

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****STATEMENT OF WORK  
SUPPORT FOR STATE NUCLEAR REGULATORY COMMITTEE****I BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) has been providing regulatory assistance and support to the State Nuclear Regulatory Committee of Ukraine (SNRCU) since 1993. The general areas where NRC has focused its technical assistance and training efforts include power and research reactor safety, fuel cycle safety, safety and security of radioactive sources and security of fissile materials.

**II CONTRACT OBJECTIVES**

The Contractor shall provide personnel with specific technical and scientific expertise applicable to nuclear safety and security regulations, focusing on radioactive sources, to assist the NRC's Office of International Programs (OIP) staff in providing support to the SNRCU. Specific activities the contractor may be asked to support include program planning and management, review and development of legislative and technical bases for oversight of nuclear and radioactive materials, development/update of a national database (registry) of radioactive sources, enhancing day-to-day oversight of radioactive sources (including provision of equipment) and coordination of ongoing and/or planned assistance-related activities.

**III WORK REQUIREMENTS**

The Contractor shall assist OIP staff in conducting work activities which support the Office's goal of providing support to the SNRCU. Contractor personnel will act independently and not as an agent of the U.S. government. Extended stays in Ukraine by contractor personnel may occasionally be required (usually one person).

Contractor support shall be required for, but not limited to, assisting SNRCU in:

- o Adopting and implementing key provisions of the IAEA-sponsored Code of Conduct on the Safety and Security of Radioactive Sources;
- o Implementing elements of IAEA assessment missions on radiation safety and security; and
- o Developing and implementing radioactive source-related nuclear safety and security regulations patterned after NRC, Agreement States and other international accepted practices.

The contractor may also be required to procure and install personal computers, means of transportation, radiation monitoring and/or communications equipment and basic office supplies at SNRCU headquarters, regional offices and other identified locations.

**IV ACTIVITIES****ACTIVITY 1 PROGRAM PLANNING AND MANAGEMENT**

The contractor shall assist the SNRCU and its technical support organizations in the establishment of a long-term plan for strengthening regulatory oversight of radioactive materials. This plan will be based on the latest IAEA mission report on radiation safety and security of radiation sources supplemented by input from SNRCU and contractor

recommendations. The plan will identify the priority of areas of work, define detailed scope of work for each area and the associated schedule and level of effort. The contractor shall also participate in the periodic review and update of the long-term plan.

The contractor's project manager will periodically review and develop in consultation with the NRC project manager the short-term objectives of ongoing or planned country-specific work. The short-term objectives and scope of work will depend on a number of factors, including achievements to date, immediate needs and funding availability. The contractor's project manager shall also prepare and periodically update and review with the NRC project manager the short-term and long-term costs associated with executing the assistance program.

#### **ACTIVITY 2 REVIEW AND DEVELOPMENT OF LEGISLATIVE AND TECHNICAL BASES FOR OVERSIGHT OF NUCLEAR AND RADIOACTIVE MATERIALS**

The contractor shall provide both technical and legal assistance to the SNRCU in reviewing country-specific laws, regulations, standards and guides utilized in performing regulatory oversight of nuclear and radioactive materials. Differences (strengths, weaknesses, omissions, etc.) between the country-specific regulations, standards and guides currently utilized and those utilized internationally should be identified and recommendations for improvements made. A prioritized plan for revising the existing country-specific regulatory structure and for the introduction and adoption of new regulatory requirements should also be developed, as appropriate.

The Contractor shall provide both technical and legal assistance to the SNRCU in modifying nuclear-related laws, regulations, standards and guides to incorporate recommendations made as a result of the aforementioned review, as appropriate. These modifications will reflect U.S. and IAEA regulations/recommendations, standards and guides considered appropriate by the regulator, as well practices established by other regulators, as appropriate. This effort will be performed in cooperation with both the national regulatory authority and other in-country experts. It may, in some cases, also involve experts from other national regulatory authorities. In addition, support should also be provided to SNRCU for the conduct of seminars for providing information to appropriate in-country entities (end users, licensees, etc.) on the changes made.

The Contractor shall assist the SNRCU and its client organizations in developing and establishing internal procedures needed to consistently implement the developed basic regulations, standards and guides. This will include both technical and administrative procedures.

#### **ACTIVITY 3 RADIOACTIVE SOURCES - DEVELOPMENT OF A NATIONAL DATABASE (REGISTRY)**

The contractor shall provide technical assistance to the SNRCU in establishing/maintaining an effective and operational radioactive sources database (registry) and radioactive source registration process. This effort should build upon any existing country-specific database/registry and registration process.



The database/registry should preferably be based upon and/or consistent with international practice. Initial efforts should include such activities as reviewing existing country-specific information on radioactive sources, performing field verification as necessary, reviewing existing procedures for populating and maintaining the source database/registry, and reviewing existing technical requirements for the source database/registry. A prioritized plan for enhancing the existing country-specific source database/registry and registration process should then be developed and implemented. A plan should be developed and implemented for populating the enhanced database/registry with updated information. A process to ensure continued long-term updating and maintenance for both the source database/registry and the registration process should also be established.

#### **ACTIVITY 4 RADIOACTIVE SOURCES - ENHANCING DAY-TO-DAY OVERSIGHT**

The contractor shall provide technical assistance to the SNRCU in enhancing day-to-day safety and security oversight of radioactive sources. The contractor shall perform an initial assessment of the SNRCU to determine whether effective day-to-day oversight of radioactive sources (taking into account the insights developed during conduct of the activities outlined above) can be accomplished from a central location (i.e., a single headquarters office) or whether more localized, regional offices are needed. Based upon the aforementioned needs assessment, the contractor shall establish and/or update physical infrastructure and technical infrastructure that will serve as a base of the operations for the regional and/or headquarters offices. Activities to be conducted may include renovation of laboratory and inspection office facilities, upgrading office equipment and communication and transportation facilities and establishing a basic set of radiological equipment for inspections of regional user facilities.

The contractor shall also provide technical assistance to the SNRCU in establishing an initial qualification and re-qualification program for regional office and headquarters staff and in conducting training to bring the regional office and headquarters inspection staffs up to modern standards. Activities to be conducted may include establishing qualifications necessary for all inspection-related staff, developing training programs in the areas of regulation, data base management, control and accounting, physical security, inspection and enforcement, conducting training of key inspection personnel and training for laboratory and inspection equipment maintenance staff.

#### **V KEY OUTCOMES AND MILESTONES**

The key outcome for Activity 1 above is for SNRCU to develop, implement and maintain a comprehensive work plan for strengthening regulatory oversight of radioactive sources in Ukraine. The key milestones needed to achieve this outcome, include initial drafting of the work plan, approval of the work plan by SNRCU management and implementation of the work plan (including provisions for updating the work plan).

The key outcome for Activity 2 above is for SNRCU to enact nuclear-related laws, rules and regulations that are consistent with international standards. Key milestones needed to achieve this outcome include agreement with SNRCU to develop a plan of work based on recommendations of the latest IAEA mission report on radiation safety and security of radiation sources supplemented by input from SNRCU and contractor recommendations, the start and

completion of drafting proposed revisions to existing laws, rules and regulations, submission of the revised laws, rules and regulations to the appropriate entity(ies) for review (regulatory authority for rules and regulations, Parliament for laws, etc.) and the adoption and promulgation of the revised laws, rules and regulations.

The key outcome for Activity 3 above is for SNRCU to have an effective country-specific national registry of radioactive sources. Key milestones needed to achieve this outcome include agreement with SNRCU to develop such a registry/update, the actual start of inventorization efforts (data gathering), data entry into an appropriate computer database, and completion and adoption of a national registry.

The key outcome for Activity 4 above is for SNRCU to have effective day-to-day oversight of radioactive sources within Ukraine. Key milestones needed to achieve this outcome include starting and completing an assessment of whether effective oversight can be accomplished from a central office or whether regional offices are needed, developing a plan and schedule for updating physical and technical infrastructure at the central office and/or regional office(s) and initiation and completion of physical and technical infrastructure upgrades.

**VI ANTICIPATED SCHEDULE AND DELIVERABLES**

The contractor shall begin efforts as specified in Activities 1, 2, 3, and 4 for SNRCU within 60 days after acceptance of this task.

The contractor's project manager shall also provide the NRC project manager with final copies of any reports, assessments, laws, regulations and/or analyses developed while performing Activities 1, 2, 3 and 4. These reports, assessments, laws, regulations and/or analyses shall be considered deliverables under this task. This information shall be provided within 30 days after acceptance by the contractor.

The contractor shall also prepare and submit a semi-annual (every 6 months) status report to the NRC project manager. This report shall contain such information as:

Financial Status

- o Total Estimated Contract Amount;
- o Total Funds Obligated to Date;
- o Total Costs Incurred in the Reporting Period;
- o Detailed Costs Incurred During the Reporting Period;
- o Balance of Obligations Remaining; and
- o Balance of Funds Needed to Complete Contract/Task Order.

Technical Progress

- o Efforts Completed/Schedule Milestone Information;
- o Work Performed During the Reporting Period;
- o Plans for Next Reporting Period; and
- o Anticipated Problem Areas.

**VII ANTICIPATED MEETINGS AND TRAVEL**

The contractor shall maintain effective communication with both the NRC project manager and SNRCU managers. Coordination meetings between the contractor, the NRC project manager and SNRCU managers throughout the duration of this task order are anticipated. Meetings will primarily be held at NRC offices in Rockville, Maryland, at SNRCU offices in Kyiv, Ukraine and at SNRCU regional offices throughout Ukraine. Meetings will be scheduled on an as needed basis. For planning purposes, it should be assumed that coordination meetings are held quarterly alternating between Rockville, Maryland and locations in Ukraine.

In addition, the NRC project manager and the SNRCU managers may choose to periodically meet at the contractor's facility to review progress and to provide input into the project.

#### **VIII NRC FURNISHED MATERIAL**

Materials under this task order will be provided on an as needed basis per mutual agreement.

#### **IX CONTRACTOR ACQUIRED MATERIAL**

Materials under this task order will be acquired on an as needed basis.

#### **X PERSONNEL QUALIFICATIONS REQUIRED**

Personnel performing work under this contract shall have pertinent technical experience in one or more of the following areas: nuclear, mechanical, civil, electrical or chemical engineering, regulation of nuclear facilities or activities, health physics, and project management. Personnel should also have expertise relative to nuclear technology and nuclear and/or radioactive materials commonly utilized in countries of the former Soviet Union.

The contractor shall provide a project manager and technical team members as appropriate for the performance of each task order issued under this contract. Technical team members must possess the capability to address highly complex technical issues related to nuclear safety and security and have a thorough knowledge of NRC's approach to performing safety and security reviews and evaluations. Team members must be available to stay for extended periods in Ukraine with indigenous technical specialists. It is required for some technical team members to be fluent (both spoken and written) in languages commonly used in Ukraine.

#### **XI SUBCONTRACT SUPPORT**

In the event that specific tasks will be subcontracted or outsourced to in-country technical support organizations or individual experts, the contractor's project manager shall establish a mechanism that (1) ensures that any subcontracted, in-country tasks are focused on specific objectives to be accomplished, (2) identifies problems with established schedules, costs and overall budget, (3) provides updates and impacts to the contractor spending plan, and (4) ensures the quality of deliverables so that all information and data are accurate and complete. If deemed necessary for specific in-country locations, the contractor's project manager may subcontract specific project management tasks. The contractor's project manager shall also review and approve any data, documentation, or reports generated by subcontracted tasks prior to inclusion in final contract deliverables to be provided to the NRC project manager.

#### **XII ASSISTANCE COORDINATION**

The Contractor shall assist the NRC Project Manager in coordinating ongoing or planned activities with other involved entities. Such coordination could include (though not be necessarily limited to) representatives of other entities with the government of the United States (for example, the Departments of State, and Energy), representatives of entities within other governments (for example, the European Union) and representatives of international organizations (for example, the IAEA). The contractor shall also assist the NRC Project Manager in fostering cooperation SNRCU and other national regulatory authorities.

**XIII PERIOD OF PERFORMANCE**

The period of performance for the work specified in this SOW shall commence on 6/18/08 and shall continue for three years. The period of performance shall contain one year base period and two (2) one (1) year options.

**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
52.246-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

**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
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

**F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on 06/13/2008 and will expire on 06/12/2009. The term of this contract may be extended at the option of the Government for an additional two years.

**F.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

**F.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**F.5 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.6 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

**F.7 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.8 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 copies)

US Nuclear Regulatory Commission Attn: John Ramsey, OIP, MS 0-4E-21 Washington, DC 20555

(b) Contracting Officer (1 copy)

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: John Ramsey

Address: Office of International Programs  
Mail Stop O-4E-21  
Washington, DC 20555

Telephone Number: 301-415-2744

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

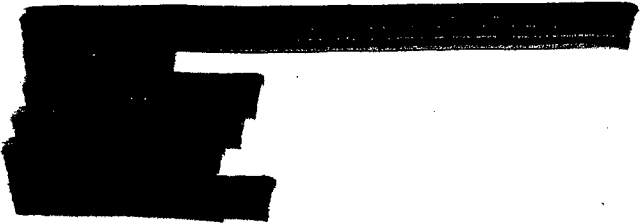
(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

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

**G.2 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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

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

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

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

**G.3 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed \$55,128.00 over the entire contract without the prior approval of the contracting officer.

(b) 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 prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which 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 FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(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.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (AUG 2007)**

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

(b) The procedure that will be used provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure is found in Clause 2052.242 71 of this document. The contractor shall provide a copy of the NRC DPO procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

**H.2 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (OCT 1999)**

(a) The following procedure provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPOs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

(b) The NRC may authorize up to ten reimbursable hours for the contractor to document, in writing, and discuss, with the DPO panel, a DPO by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPO which exceeds the specified ten hour limit.

(c) The contractor shall notify the contracting officer before incurring costs to document a DPO. The contractor shall not begin any work on the DPO before receiving a modification to the contract from the NRC contracting officer.

The contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPO. If there are insufficient obligated funds under the contract, the contractor shall request additional funding from the NRC contracting officer to cover the costs of preparing the DPO. If there are sufficient obligated funds under the contract, the contractor shall notify the contracting officer so that a modification can be issued that specifies the amount of funding required for the DPO.

(d) Contract funds shall not be authorized to document a differing perspective in the following examples where the use of this NRC contractor DPO process is inappropriate:

- (1) Issues involving allegations of wrongdoing that should be appropriately addressed directly to the NRC Office of the Inspector General (OIG);
- (2) Issues submitted anonymously. However, safety significant issues that are submitted anonymously should be addressed under NRC's Allegation Program which can be found at: [http://www.nrc.gov/about/nrc/regulatory/allegations\\_resp.html](http://www.nrc.gov/about/nrc/regulatory/allegations_resp.html)
- (3) Issues that are deemed to be frivolous or otherwise not in accordance with the guidance included in NRC Management Directive (MD) 10.159, "The NRC Differing Professional Opinions Program," which can be found at: [http://www.nrc.gov/reading\\_rm/doc\\_collections/management\\_directives/volumes/vol\\_10.html](http://www.nrc.gov/reading_rm/doc_collections/management_directives/volumes/vol_10.html)
- (4) Issues that have already been considered, addressed, or rejected by the NRC under these procedures, absent significant new information;
- (5) Issues that are considered premature because they are still under staff review by the NRC.

(e) This procedure does not provide anonymity, nor does it provide for confidential submittal (as addressed in MD 10.159). Individuals desiring anonymity or confidentiality should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(f) Prior to submitting a DPO, the contractor or the contractor's employees are encouraged to engage in informal discussions with appropriate NRC personnel (which may include NRC staff directly involved with the issues that are the subject of concerns and the NRC Project Officer.) The contractor hereby agrees that the contractor authorizes its employees to engage in informal discussions with the appropriate NRC personnel for purposes of this clause. If the informal discussions do not resolve the contractor or the contractor's employees' concerns, the contractor shall notify the contracting officer so that a modification to the contract can be issued that authorizes the expenditure of funds for the DPO.

The contractor may initiate the DPO process by submitting a written statement directly to the NRC Differing Professional Opinions Program Manager (DPOPM), Office of Enforcement, with a copy to the Contracting Officer, Division of Contracts, Office of Administration. Each DPO submitted will be evaluated on its own merits. (Refer to (c) above before incurring any costs to initiate the DPO process.)

(g) The DPO, while being brief, must contain the following as it relates to the subject matter of the contract:

- (1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.
- (2) A description of the submitter's views and how they differ from any of the above items.
- (3) The rationale for the submitter's views, including an assessment of the consequences should the submitter's position not be adopted by NRC.
- (4) References to, or copies of, relevant documents.

(h) The DPOPM will screen the DPO and notify the submitter and the contractor if the DPO is accepted. Returned DPOs will identify the reason for return.

(i) The DPOPM will forward the DPO to the Office Director or Regional Administrator responsible for the contract for disposition.

(j) The Office Director or Regional Administrator will establish an ad hoc panel of NRC employees to review the DPO.



(k) The panel will interview the submitter to ensure that the panel understands the issues and to define the scope of the review. The panel will gather information, review documents, and conduct interviews to support a thorough review. The panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(l) The Office Director or Regional Administrator will consider the DPO panel's report, make a decision on the DPO and provide a written decision to the contractor and the Contracting Officer. The DPO is considered final and closed when the DPO Decision is issued.

(m) A summary of the issue and its disposition will be included in the NRC Weekly Information Report.

(n) DPOs will be dispositioned in accordance with the time frames identified in MD 10.159.

(o) The DPOPM will track follow up actions and notify the contractor of any schedule revisions.

(p) The availability of DPO records will reflect the submitter's wishes (e.g., whether the records should or should not be made public and whether the submitter's identity is redacted) and be consistent with NRC practices for making records available to the public.

(q) For purposes of the contract, the DPO shall be considered a deliverable under the contract.

### **H.3 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.4 Compensation for On-Site Contractor Personnel (Alternate 1)**

a. NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

b. When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

c. The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

d. On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.

e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project

Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

\*To be incorporated into the resultant contract

## **H.5 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.6 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this 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 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>

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 OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
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
52.215-14	INTEGRITY OF UNIT PRICES ALTERNATE I (OCT 1997)	OCT 1997
52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN 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
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA,	SEP 2006

	AND OTHER ELIGIBLE VETERANS	
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
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.244-2	SUBCONTRACTS	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-9	USE AND CHARGES	JUN 2007
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.232-25	PROMPT PAYMENT	OCT 2003

## **I.2 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.3 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30TH 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.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### **I.4 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/sizestandardstotics/>.

(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 541330 assigned to contract number NRC-08-08-307.

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

### **I.5 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.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	Billing Instructions		

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS  
ATTACHMENT #1**

**General:** The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

Department of Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver, CO 80325-2230  
Electronic E-mail Address: [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

**HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL RESULT IN A DELAY OF PROCESSING BY NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike - Mail Room  
Rockville, MD 20852

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

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

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS**

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

Department of Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver, CO 80325-2230  
Electronic E-mail Address: [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

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

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

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

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



**ATTACHMENT**

**INVOICE/VOUCHER FOR PURCHASES  
AND  
SERVICES OTHER THAN PERSONAL  
  
(SAMPLE FORMAT - COVER SHEET)**

Official Agency Billing Office

Department of Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver, CO 80325-2230

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

Payee's Name and Address

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

(e) This voucher/invoice represents reimbursable costs for the billing period  
\_\_\_\_\_ to \_\_\_\_\_

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

\* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the contract/purchase order for each of the three activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, and (3) materials handling fee, with the required supporting documentation, as well as the cumulative total of each costs, billed to date by activity.