

**ORDER FOR SUPPLIES OR SERVICES**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO. NRC-DR-04-09-141

1 29

1. DATE OF ORDER <b>AUG 05 2009</b>		2. CONTRACT NO. (if any) GS23FD100M		6. SHIP TO:	
3. ORDER NO.		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. 04-09-141	
5. BILLING OFFICE (Address correspondence to) US Nuclear Regulatory Commission Attn: Adelia M Rodriguez, 301-492-3623 Mail Stop: TWB-01-B10M Washington DC 20555				7. NAME OF CONSIGNEE US Nuclear Regulatory Commission	
				8. STREET ADDRESS Attn: Imtiaz Madni Mail Stop: C2A07M	
9. CITY Washington		10. STATE DC		11. ZIP CODE 20555	
12. NAME OF CONTRACTOR ENERGY RESEARCH, INC.				13. TYPE OF ORDER	
14. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
15. STREET ADDRESS 6189 EXECUTIVE BLVD				REFERENCE YOUR Please furnish the following on the reverse and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
16. CITY ROCKVILLE		17. STATE MD		18. ZIP CODE 208523901	
19. ACCOUNTING AND APPROPRIATION DATA The money under this BPA will be obligated to the orders.				20. REQUISITIONING OFFICE RES	

21. BUSINESS CLASSIFICATION (Check appropriate box(es))			22. F.O.B. POINT destination		
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> e. WOMEN-OWNED	<input type="checkbox"/> f. HUBZONE	<input type="checkbox"/> g. EMERGING SMALL BUSINESS			
23. PLACE OF		24. GOVERNMENT B/L NO.	25. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	26. DISCOUNT TERMS	
a. INSPECTION destination	b. ACCEPTANCE destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall provide the services as described under the attached statement of work under the terms and conditions of this BPA and the GSA contract GS-23F-0110M.  Contract Type: Labor Hour Period of Performance: 3 years from award date Total BPA ceiling: 6974,465  Accepted:  <i>John Kuntz-Ru</i> 8/5/2009 Signature Date					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Department of Interior National Business Center					
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue					
c. CITY Denver		d. STATE CO		e. ZIP CODE 80235-2230	

22. UNITED STATES OF AMERICA			23. NAME (Typed) Heriberto Colón Jr. Contracting Officer		
BY (Signature)			TITLE: CONTRACTING ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006) PRESCRIBED BY GSA/FAR 48 CFR 121.213(f)

TEMPLATE - ADM001

SUNGI REVIEW COMPLETE

ADM002

AUG 13 2009

**ADDITIONAL TERMS AND CONDITIONS OF THE BPA**

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

**A.1 PRICE SCHEDULE**

The contractor shall bill the NRC the lower of the price rate below or their GSA schedule price for all years under this BPA.

Summary all three years

Labor category	Labor Rate	Est. hours	Total
Executive			\$ [REDACTED]
Executive Engineer Scientist			\$ [REDACTED]
Senior Engineer / Scientist			\$ [REDACTED]
Engineer / Scientist			\$ [REDACTED]
System Analyst			\$ -
Support Staff			\$ -
Senior Consulting Engineer			\$ -
Executive Consulting Engineer			\$ -
<b>Total Labor</b>			<b>\$ 959,445.00</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$ 974,445.00</b>

Year 1

Award date - December 31, 2009

Labor category	Labor Rate	Est. hours	Total
Executive	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Executive Engineer Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Senior Engineer / Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Engineer / Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
System Analyst	\$ [REDACTED]	[REDACTED]	\$ -
Support Staff	\$ [REDACTED]	[REDACTED]	\$ -
Senior Consulting Engineer	\$ [REDACTED]	[REDACTED]	\$ -
Executive Consulting Engineer	\$ [REDACTED]	[REDACTED]	\$ -
<b>Total Labor</b>			<b>\$ 143,347.60</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$ 145,347.60</b>

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Year 1

January 1, 2009-end of year 1 (est. August 4, 2010)

<b>Labor category</b>	<b>Labor Rate</b>	<b>Est. hours</b>	<b>Total</b>
Executive	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Executive Engineer Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Senior Engineer / Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Engineer / Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
System Analyst	\$ [REDACTED]	[REDACTED]	\$ -
Support Staff	\$ [REDACTED]	[REDACTED]	\$ -
Senior Consulting Engineer	\$ [REDACTED]	[REDACTED]	\$ -
Executive Consulting Engineer	\$ [REDACTED]	[REDACTED]	\$ -
<b>Total Labor</b>			<b>\$ 54,955.80</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$ 57,955.80</b>

Year 1 Summary

<b>Labor category</b>	<b>Labor Rate</b>	<b>Est. hours</b>	<b>Total</b>
Executive	[REDACTED]	[REDACTED]	\$ [REDACTED]
Executive Engineer Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
Senior Engineer / Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
Engineer / Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
System Analyst	[REDACTED]	[REDACTED]	\$ -
Support Staff	[REDACTED]	[REDACTED]	\$ -
Senior Consulting Engineer	[REDACTED]	[REDACTED]	\$ -
Executive Consulting Engineer	[REDACTED]	[REDACTED]	\$ -
<b>Total Labor</b>			<b>\$ 198,303.40</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$ 203,303.40</b>

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Year 2  
 Award date - December 31, 2010

<b>Labor category</b>	<b>Labor Rate</b>	<b>Est. hours</b>	<b>Total</b>
Executive	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Executive Engineer Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Senior Engineer / Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Engineer / Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
System Analyst	\$ [REDACTED]	[REDACTED]	\$ -
Support Staff	\$ [REDACTED]	[REDACTED]	\$ -
Senior Consulting Engineer	\$ [REDACTED]	[REDACTED]	\$ -
Executive Consulting Engineer	\$ [REDACTED]	[REDACTED]	\$ -
<b>Total Labor</b>			<b>\$154,420.20</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$156,420.20</b>

Year 2  
 January 1, 2010-end of year 2 (est. August 4, 2011)

<b>Labor category</b>	<b>Labor Rate</b>	<b>Est. hours</b>	<b>Total</b>
Executive	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Executive Engineer Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Senior Engineer / Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Engineer / Scientist	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
System Analyst	\$ [REDACTED]	[REDACTED]	\$ -
Support Staff	\$ [REDACTED]	[REDACTED]	\$ -
Senior Consulting Engineer	\$ [REDACTED]	[REDACTED]	\$ -
Executive Consulting Engineer	\$ [REDACTED]	[REDACTED]	\$ -
<b>Total Labor</b>			<b>\$219,606.30</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$222,606.30</b>

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Year 2 Summary

Labor category	Labor Rate	Est. hours	Total
Executive			\$ [REDACTED]
Executive Engineer Scientist			\$ [REDACTED]
Senior Engineer / Scientist			\$ [REDACTED]
Engineer / Scientist			\$ [REDACTED]
System Analyst			\$ -
Support Staff			\$ -
Senior Consulting Engineer			\$ -
Executive Consulting Engineer			\$ -
<b>Total Labor</b>			<b>\$374,026.50</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$379,026.50</b>

Year 3

Award date - December 31, 2011

Labor category	Labor Rate	Est. hours	Total
Executive			\$ [REDACTED]
Executive Engineer Scientist			\$ [REDACTED]
Senior Engineer / Scientist			\$ [REDACTED]
Engineer / Scientist			\$ [REDACTED]
System Analyst			\$ -
Support Staff			\$ -
Senior Consulting Engineer			\$ -
Executive Consulting Engineer			\$ -
<b>Total Labor</b>			<b>\$159,826.20</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$161,826.20</b>

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Year 3

January 1, 2011-end of year 3 (est. August 4, 2012)

<b>Labor category</b>	<b>Labor Rate</b>	<b>Est. hours</b>	<b>Total</b>
Executive	[REDACTED]	[REDACTED]	\$ [REDACTED]
Executive Engineer Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
Senior Engineer / Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
Engineer / Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
System Analyst	[REDACTED]	[REDACTED]	\$ -
Support Staff	[REDACTED]	[REDACTED]	\$ -
Senior Consulting Engineer	[REDACTED]	[REDACTED]	\$ -
Executive Consulting Engineer	[REDACTED]	[REDACTED]	\$ -
<b>Total Labor</b>			<b>\$227,288.90</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$230,288.90</b>

Year 3 Summary

<b>Labor category</b>	<b>Labor Rate</b>	<b>Est. hours</b>	<b>Total</b>
Executive	[REDACTED]	[REDACTED]	\$ [REDACTED]
Executive Engineer Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
Senior Engineer / Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
Engineer / Scientist	[REDACTED]	[REDACTED]	\$ [REDACTED]
System Analyst	[REDACTED]	[REDACTED]	\$ -
Support Staff	[REDACTED]	[REDACTED]	\$ -
Senior Consulting Engineer	[REDACTED]	[REDACTED]	\$ -
Executive Consulting Engineer	[REDACTED]	[REDACTED]	\$ -
<b>Total Labor</b>			<b>\$387,115.10</b>
Other direct costs			\$ [REDACTED]
Travel			\$ [REDACTED]
<b>TOTAL</b>			<b>\$392,115.10</b>

**A.2 SEGREGATION OF COSTS**

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or

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items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost-reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

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

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

### **A.3 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

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

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

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

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

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

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

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

#### **A.4 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

#### **A.5 DURATION OF BPA PERIOD (MAR 1987)**

The ordering period of this BPA shall commence on award date and will expire 36 months after award.

#### **A.6 OBLIGATION OF FUNDS**

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

#### **A.7 AUTHORIZED USERS**

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

#### **A.8 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed \$12,000 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

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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.

### **A.9 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

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

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

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

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

(c) Work for others.

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

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services

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within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

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

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

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

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

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

(d) Disclosure after award.

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

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

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must

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include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

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

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

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

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

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

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

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

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

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

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

#### **A.10 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

(a) Plans for the next reporting period.

#### **A.11 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

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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) Balance of obligations remaining.
- (f) Balance of funds required to complete contract/task order.

(g) 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".

(h) 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.

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(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.

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

(j) 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.

**A.12 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

- (a) Project Officer (1 copy) – [imtiaaz.madni@nrc.gov](mailto:imtiaaz.madni@nrc.gov) electronic submission is acceptable and highly encouraged
- (b) Contracting Officer (1 copy) - electronic submission is acceptable and highly encouraged, or send a hard copy to

US NRC  
Mail Stop: TWB-01-B10M  
Attn: Contract Specialist for NRC-DR-04-09-141,  
Washington DC 20555

- (c) An additional copy should be sent to: [RESDSAMLSR.resource@nrc.gov](mailto:RESDSAMLSR.resource@nrc.gov)

**A.13 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,

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subject to the con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

**A.14 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: Imtiaz Madni

Address: US NRC  
Mail Stop: C2A07M  
Washington DC 20555

Telephone Number: 301-251-7493

Email: [Imtiaz.Madni@nrc.gov](mailto:Imtiaz.Madni@nrc.gov)

(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.

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(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.

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- (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.

#### **A.15 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

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It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

**A.16 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.

## STATEMENT OF WORK

**TITLE:** Technical Assistance for Thermal-Hydraulics and Severe Accidents for Pre-Application and Design Certification of Advanced Reactors

### 1. BACKGROUND

The Office of New Reactors (NRO) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's future energy needs. It is responsible for accomplishing key components of the Nuclear Regulatory Commission's nuclear reactor safety mission for new reactor facilities licensed in accordance with 10 CFR Part 52. As such, NRO is responsible for regulatory activities in the primary program areas of siting, licensing and oversight for new commercial nuclear power reactors, to protect the public health, safety, and the environment and to promote the common defense and security.

The NRC Office of Nuclear Regulatory Research (RES), Division of Systems Analysis (DSA), supports NRO by developing models and performing confirmatory analyses for new and advanced reactor designs that are or will be submitted by various applicants for design certification. These may include NuScale, Westinghouse IRIS, Toshiba 4S, and other advanced and new reactor designs.

### 2. OBJECTIVE

The objective of this blanket purchase agreement (BPA) is to obtain expert technical assistance to assist the RES/DSA staff in accomplishing its work-related activities aimed at supporting the Nuclear Regulatory Commission (NRC) NRO to assess the overall safety and adequacy of new and advanced nuclear power plant designs. This is to be carried out by performing independent confirmatory analyses using NRC's state-of-the art computer codes (e.g., MELCOR, TRACE, etc.).

### 3. SCOPE OF WORK

Provide technical assistance to the RES/DSA staff in developing models and performing confirmatory analyses for new and advanced reactor designs.

### 4. REQUIREMENTS

The contractor shall furnish the staff, materials, and facilities necessary to provide services ordered by the NRC under individual task orders which will specify the scope of work, schedule, deliverables, contractor expertise required, period of performance, etc.

The following are typical types of work that may be assigned as a task order.

#### (1) MELCOR Input Model Development and Analyses

The contractor shall develop input decks and perform severe accident and source term analyses using NRC supplied design data. The focus of this activity shall be to develop insights

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into severe accident progression and containment response characteristics of new and unique reactor concepts (e.g., NuScale). This shall also include preparation of Requests for Additional Information (RAIs), analysis of MELCOR results, and comparisons to the applicant's analyses.

#### **(2) Thermal hydraulic Input Model Development and Analyses**

The contractor shall develop input decks and perform confirmatory analyses using NRC supplied design data. The focus of this activity shall be to develop insights into thermal-hydraulic (T/H) response characteristics of new and unique reactor concepts. This shall also include preparation of RAIs, analysis of results, and comparisons to the applicant's analyses.

#### **(3) Assessment of Specific Issues and Submittals**

The contractor shall review specific submittals as requested by NRO. These may include analyses performed by various applicants, assessment of experimental data supporting various submittals, and/or other technical support activities as defined by NRC.

It is expected that during the course of these activities, the Contractor shall participate in technical meetings between NRO and RES staff concerning thermal hydraulics (thermo fluids), severe accidents, and other regulatory issues related to the new and advanced reactors. As necessary, the Contractor shall also provide presentations to the Advisory Committee for Reactor Safeguards (ACRS), Commission, and industry groups, and/or support to the NRC staff in preparing such presentations, as well as peer reviews as requested by NRC.

## **5. MEETINGS AND TRAVEL**

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work detailed in the task order statement of work. The Contractor shall obtain prior written approval from the NRC Project Officer before any travel takes place. No foreign travel is anticipated as part of this BPA.

It is estimated that the following trips are necessary for the performance of this BPA:

### **Year One**

4 one-person, one-day trips to NRC HQ  
2 two-person, three-day trips to Oregon

### **Year Two**

4 one-person, one-day trips to NRC HQ  
2 two-person, three-day domestic trips

### **Year Three**

4 one-person, one-day trips to NRC HQ  
2 two-person, three-day domestic trips

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#### **6. TECHNICAL REPORTING REQUIREMENTS**

Technical reporting requirements will be specified in each task order Statement of Work. Some reports may be submitted in the form of computer files or on computer diskettes.

Technical reporting requirements and other deliverables will consist of identifying to whom the report is addressed, who should be on distribution, and how many copies each addressee should receive.

The format and content of each report will be specified. The report should reference the BPA number, the Job Code Number (JCN), the task order assignment number, and the Technical Assignment Control (TAC) or inspection report number, as applicable. Other sections such as "Abstract," "Executive summary," "References," and any appendices will be specified.

If draft reports are required, the number of drafts expected will be stated.

If proprietary or other sensitive information will be included in the report, the means of handling this information will be specified.

Any document containing pre-decisional or draft material must be approved by NRC prior to release. Management Directive 3.7<sup>1</sup> provides further information. Requests for NRC approval for other than approved reports are to be forwarded to the Project Officer for coordination and the NRC Contracting Officer for approval.

The report types are as follows:

##### **6.1 TECHNICAL EVALUATION REPORT (TER)**

Requests for this type of report are made when a formal report is required but the distribution is limited. In NRO, a TER is usually associated with "Licensing Actions" where a staff safety evaluation report (SER) will incorporate the TER by reference.

##### **6.2 NUREG/CR REPORT**

This is the most formal Contractor report and is requested when there is significant and important compilation of information and wide distribution of the report as a stand-alone document is required, and when the staff believes the document will be referenced frequently. NUREG/CR reports require the completion/execution of an NRC Form 426A, to be completed by the Contractor and sent to the Project Manager for processing. For further information, refer to Management Directive 3.7.

##### **6.3 TRIP REPORT**

In general, every trip for which results are not directly incorporated into either of the above two

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<sup>1</sup> Management Directive (MD) 3.7 is available at <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-3.html>.

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types of reports, except for inspections (see paragraph below), should be documented in a short, concise trip report.

#### 6.4 TECHNICAL LETTER REPORT

All other reports and documents and other information (e.g., requests for additional information (RAIs), computer software, inspection report inputs) due to be delivered by the Contractor under the BPA that do not fall under the other types of reports listed above are transmitted under the cover of a "Technical Letter Report."

#### 6.5 MONTHLY LETTER STATUS REPORT (MLSR)

The MLSR is referred to as the monthly technical progress report and a financial status report (as described in sections A.10 and A.11 of the terms and conditions).

### **7. PERSONNEL QUALIFICATIONS**

#### 7.1 PROJECT MANAGER

The Contractor shall provide a responsible Project Manager, who shall possess, at a minimum, a Bachelor's Degree in Engineering. This individual shall also be listed among the key personnel under the BPA. The Contractor's Project Manager shall have the following responsibilities:

1. Oversight responsibility for all task orders placed under the resultant BPA
2. Oversight responsibility for the efforts of any Contractor team that is assembled for each task order placed under the resultant BPA
3. Perform other project management duties that are necessary for the successful completion of task orders and overall BPA requirements; and
4. Ensure the quality of deliverables so that all information and data are accurate and complete in accordance with the Statement of Work for each task order.

#### 7.2 PERSONNEL

The contractor shall provide specialists with expertise and experience in the following areas:

- (a) Development of input decks for various NRC computer codes including MELCOR, TRACE and other NRC computer codes developed for application to accidents in Light Water Reactors;
- (b) Performance of deterministic design basis and severe accident analyses; and
- (c) Performance of source term (fission product release and transport) calculations.

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

The use of key personnel and any proposed change to key personnel on this task order BPA is subject to the NRC Contracting Officer's approval. This includes proposed use of principal persons (i.e., key contributors) during the life of the BPA.

**7.3 REQUIRED TECHNICAL DISCIPLINES AND OTHER SPECIALIZED TECHNICAL AREAS**

Engineering and Scientific Disciplines Required:

Nuclear Reactor Systems	Advanced Reactors
Containment Systems	Computer Codes

Specialized Technical Areas:

Accident Analysis	Source Term Analysis
Severe Accident Progression	Thermal Hydraulics

**8. NRC FURNISHED MATERIALS**

Any documents or information provided by NRC that are required for performance of work will be identified in each task order.

The contractor shall be responsible for the protection of all NRC documentation in its possession during the course of the BPA performance in accordance with the procedures as set forth in NRC's policy entitled, Sensitive Unclassified Non-Safeguards Information (SUNSI), Handling Requirements for Proprietary Information<sup>2</sup>.

**9.0 PUBLICATIONS NOTE**

RES encourages the publication of the scientific results from RES sponsored programs in refereed scientific and engineering journals as appropriate. If the laboratory proposes to publish in the open literature or present the information at meeting in addition to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC Project Manager. The RES Project Manager shall either approve the material as submitted, approve it subject to NRC suggested revisions, or disapprove it. In any event, the RES Project Manager may disapprove or delay presentation or publication of papers on information that is subject to Commission approval that has not been ruled upon or which has been disapproved. Additional information regarding the publication of NRC sponsored research is contained in NRC Management Directives 3.7, "NUREG Series Publications," and 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects."

If the presentation or paper is in addition to the required technical reports and the RES Project Manager determines that it will benefit the RES project, the Project Manager may authorize

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<sup>2</sup> This policy is available at <http://www.nrc.gov/reading-rm/doc-collections/commission/comm-secy/2005/2005-0054comscy-attachment2.pdf>

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payment of travel and publishing costs, if any, from the project funds. If the Project Manager determines that the article or presentation would not benefit the RES project, the costs associated with the preparation, presentation, or publication will be borne by the contractor. For any publication or presentations falling into this category, the NRC reserves the right to require that such presentation or publication will not identify the NRC's sponsorship of the work.

## **10. NEW STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES MANUSCRIPTS**

The U.S. Nuclear Regulatory Commission (NRC) began to capture most of its official records electronically on January 1, 2000. The NRC will capture each final NUREG-series publication in its native application. Therefore, please submit your final manuscript that has been approved by your NRC Project Manager in both electronic and camera-ready copy.

All format guidance, as specified in NUREG-0650, Revision 2, will remain the same with one exception. You will no longer be required to include the NUREG-series designator on the bottom of each page of the manuscript. The NRC will assign this designator when we send the camera-ready copy to the printer and will place the designator on the cover, title page, and spine. The designator for each report will no longer be assigned when the decision to prepare a publication is made. The NRC's Publishing Services Branch will inform the NRC Project Manager for the publication of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, the Contractor shall prepare the text in Microsoft Word, and use any of the following file types for charts, spreadsheets, and the like.

File Types to be Used for NUREG-Series Publications	
File Type	File Extension
Microsoft®Word®	.doc
Microsoft® PowerPoint®	.ppt
Microsoft®Excel	.xls
Microsoft®Access	.mdb
Portable Document Format	.pdf

This list is subject to change if new software packages come into common use at NRC or by our licensees or other stakeholders that participate in the electronic submission process. If a portion of your manuscript is from another source and you cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an old publication), the NRC can, if necessary, create a tagged image file format (file extension.tif) for that portion of your report.

Note that you should continue to submit original photographs, which will be scanned, since digitized photographs do not print well.

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If you chose to publish a compact disk (CD) of your publication, place on the CD copies of the manuscript in both (1) a portable document format (PDF); (2) a Microsoft Word file format, and (3) an Adobe Acrobat Reader, or, alternatively, print instructions for obtaining a free copy of Adobe Acrobat Reader on the back cover insert of the jewel box.

## **11. QUALITY ASSURANCE**

Section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001 (Public Law 106-554) directs the Office of Management and Budget (OMB) to issue government-wide guidelines (FR Vol. 67, No. 36, pp. 8452-8460) that "provide policy and procedural guidance to federal agencies for ensuring and maximizing the quality, objectivity, utility, and integrity of information (including statistical information) disseminated by federal agencies." NRC Information Quality Guidelines are provided in FR Vol. 67, No. 190, pp. 61695-61699.

The Contractor shall cite contractor quality assurance procedures used in the conduct of this work that provide for compliance with OMB and NRC guidelines.

## **12. RESEARCH QUALITY**

The quality of NRC research programs are assessed each year by the Advisory Committee on Reactor Safeguards. Within the context of their reviews of RES programs, the definition of quality research is based upon several major characteristics:

- Results meet the objectives (75% of overall score)
  - Justification of major assumptions (12%)
  - Soundness of technical approach and results (52%)
  - Uncertainties and sensitivities addressed (11%)

- Documentation of research results and methods is adequate (25% of overall score)
  - Clarity of presentation (16%)
  - Identification of major assumptions (9%)

It is the responsibility of the contractor to ensure that these quality criteria are adequately addressed throughout the course of the research that is performed. The NRC project manager and technical monitor will review all research products with these criteria in mind.

## **13. DELIVERABLES**

The specific deliverables will be specified for each task order, however, the contractor shall also provide a monthly technical progress report and a financial status report (as described in sections A.10 and A.11 of the terms and conditions) which will include all of the tasks under this BPA. These reports are due the 20<sup>th</sup> of each month.

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

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

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

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

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

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

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

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

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

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

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED**

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

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

**Format:** Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

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

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

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

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

Supersession: These instructions supersede any previous billing instructions.

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

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

**1. Official Agency Billing Office**

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

**2. Voucher Information**

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

c. Contract Number. Insert the NRC contract number.

d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.

**g. Required Attachments (Supporting Documentation).** 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 activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

**3. Definitions**

a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in

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

number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period from \_\_\_\_\_ through \_\_\_\_\_.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____
(6) Consultants	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____
 Total Direct Costs:	 \$ _____	 \$ _____