# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
## OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

| 1. REQUISITION NO. | PAGE 1 OF 11 |
|---|---|
| | |

| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NO. | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | SEP 10 2009 | NRC-DR-04-09-180 | RES-09-174 | |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NO. (No Collect Calls) | 8. OFFER DUE DATE/LOCAL TIME |
|---|---|---|---|
| | Sharon M. Lim | 301-492-3624 | |

**9. ISSUED BY** CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Sharon M. Lim
Mail Stop: TWB-01-B10M
Washington, DC 20555

**10. THIS ACQUISITION IS**

[X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)

NAICS: 541990
SIZE STANDARD: $7.0 Million

**11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED**
[ ] SEE SCHEDULE

**12. DISCOUNT TERMS**
Net 30

[ ] **13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)**

**13b. RATING**
N/A

**14. METHOD OF SOLICITATION**
[ ] RFQ [ ] IFB [ ] RFP

**15. DELIVER TO** CODE

U.S. Nuclear Regulatory Commission

Washington DC 20555

**16. ADMINISTERED BY** CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M

Washington, DC 20555

**17a. CONTRACTOR/OFFEROR** CODE FACILITY CODE

CONSTRUCTION TECHNOLOGY LABORATORIES, INC.
CTL GROUP

5400 OLD ORCHARD RD

SKOKIE IL 600771030
TELEPHONE NO. (847) 972-3060

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

**18a. PAYMENT WILL BE MADE BY** CODE 3100

Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

**18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED**
[ ] SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | The Contractor shall perform all services necessary to meet the requirements of the attached Statement of Work entitled, "Review of Design Methodology for Safety-Related Nuclear Power Plant Structures of Modular Composite Construction." | | | | |
| 001 | Senior Principal Engineer | [redacted] | Hours | [redacted] | $27,000.00 |
| 002 | Travel (Cost-Reimbursement - Not to Exceed) (Travel is for one person only - Dr. Gene Corley) | [redacted] | Lot | | $3,125.00 |
| | Period of Performance: 9/10/09-11/25/09<br>Order Obligation: $30,125.00<br>Order Ceiling: $30,125.00 | | | | |

(Use Reverse and/or Attach Additional Sheets as Necessary)

**25. ACCOUNTING AND APPROPRIATION DATA**
B&R: 925-15-171-103, Job Code: Q4221, BOC: 251F,
Appropr.#:31X0200, Commit.#:09917402221, Obligate:$30,125.00

**26. TOTAL AWARD AMOUNT (For Govt. Use Only)**
$30,125.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |
|---|---|
| Jeffrey L. Corlett | Sharon M. Lim |

| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | 31c. DATE SIGNED |
|---|---|---|---|
| President and CEO | 9-10-09 | Sharon M. Lim<br>Contracting Officer | 9-10-09 |

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

SEP 11 2009

ADM002

## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

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### A.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[] (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

[] (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

[] (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (7) [Reserved]

[] (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

[] (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[] (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

[] (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

[] (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (June 2003) of 52.219-23.

[] (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

[X] (18) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C 632(a)(2)).

[X] (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

[] (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[] (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[] (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[] (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[] (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[] (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[] (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[] (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

| Employee Class | Monetary Wage-Fringe Benefits |
| --- | --- |

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## A.3 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by--

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## A.4 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|---|---|---|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.213-3 | NOTICE TO SUPPLIER | APR 1984 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.245-1 | GOVERNMENT PROPERTY | JUN 2007 |
| 52.245-9 | USE AND CHARGES | JUN 2007 |

## A.5 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

## A.6 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

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

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

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

## A.7 Other Applicable Clauses

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

[] 52.216-18, Ordering

[] 52.216-19, Order Limitations

[] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

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

[X] 52.217-8, Option to Extend Services

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

## A.8 SEAT BELTS

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

## A.9 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.

## A.10 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.

## A.11 LIST OF ATTACHMENTS

Attachment One – Statement of Work
Attachment Two – Billing Instructions

STATEMENT OF WORK

TITLE: Review of Design Methodology for Safety-Related Nuclear Power Plant Structures of Modular Composite Construction

## BACKGROUND

Advanced reactor designs have adopted a modular construction approach as one of the major features for some of their structures. This modular construction is a type of sandwich, steel-concrete (SC) composite construction herein called SC composite construction. Structural SC composite walls consist of plain concrete with steel face plates on both faces attached to the concrete by shear connectors and with additional design details related to the specific construction method utilized. Floor and roof slabs of SC composite construction may consist of a concrete slab, a steel face plate attached to the bottom face of the concrete by shear connectors and a mesh of reinforcing bars near the top face of the slab.

Experimental and theoretical research on the behavior of this type of construction has been conducted over the past 15 years by, for example, utilities and construction companies in Japan. In 2005, the Japan Electric Association (JEA) developed and published guidance for the earthquake resistant design of SC composite structures in nuclear power plants in guide JEAG-4618 "Technical Guidelines for Aseismic Design of Steel Plate Reinforced Concrete Structures." The Korean Society of Steel Construction (KSSC) is in the process of developing a specification for SC composite structures called "Specification for Safety-Related Steel Plate Concrete Structures for Nuclear Facilities (Draft)." Additional research on SC composite structures has been conducted in Korea, which is being used to support the development of the KSSC draft specification. SC composite construction has been used for certain internal structures and partition walls of nuclear power plants in Japan, and has been proposed for internal, safety-related, structures in an existing design certification. Variants of the type of SC composite construction proposed for that certified design are now being proposed for structural components of safety-related structures in plants for new reactor designs, including cylindrical walls and roof slabs of exterior, seismic category I structures. The walls and slabs of these structures are several feet thick and their overall dimensions are greater than the dimensions of internal structures and partition walls.

Design methodologies and criteria being proposed by vendors for the design of safety-related structures using SC construction are not within the scope of structural design codes of the American Concrete Institute (ACI) such as ACI 349 and ACI 318, or within structural design specifications of the American Institute of Steel Construction (AISC) such as AISC N690 and AISC 360. Therefore, evaluation of their safety requires special scrutiny and case-by-case guidance. The Office of Nuclear Regulatory Research (RES) of the Nuclear Regulatory Commission (NRC) plans to form a peer-review group to support a confirmatory review of the adequacy and sufficiency of the technical bases for the design methodologies, a term used here to include structural analysis for the calculation of load effects for design purposes, construction methods and inspection methods being proposed for safety-related structures of SC composite construction.

OBJECTIVE

The objective of this procurement is to contract the members of a peer-review group being formed by the NRC to support a confirmatory review of the adequacy and sufficiency of the technical bases for the design methodology, construction method and inspection method being proposed for a seismic category I SC composite structure in plants of a new reactor design. Adequacy and sufficiency of those technical bases shall be evaluated from the point of view of the safety of the proposed structure. Each member of this peer-review group shall inform the NRC staff, independently from the other members of the group and from the government, with respect to the findings of that group member.

SCOPE OF WORK

The project consists of two tasks: Task 1 which consists of the technical work; and Task 2 which consists of participation in meetings, related travel and reporting of findings. The description of Task 1 provides the scope of the technical work while the description of Task 2 provides the scope of meeting participation and reporting.

Task 1 – Confirmatory Review of Design Methodologies, Construction Method and Inspection Method.

Each member of the peer-review group shall provide an independent assessment of the design methodology, construction method and inspection being proposed for a seismic category I structure for plants of a new reactor design. This assessment shall be done from the point of view of the safety of the proposed structure. Here, the use of the term design methodology is meant to include the calculation of the load-effects on components for design purposes, i.e., structural response analysis, as well as the sizing, proportioning and detailing of components to provide adequate capacity.

To focus the review, the NRC will provide each member of the peer-review group a list with a description of the specific aspects of the design methodology, construction method and inspection method for which additional information has been requested by the NRC. This list will include the motivations for each request for additional information. The review shall assess the sufficiency and adequacy of the technical bases and assumptions for the design methodology for the applicable combinations of seismic loads with dead loads and operating loads. The review shall make use of application materials for design certification submitted by the vendor to the NRC including supplemental reports and supplemental testing planned by the vendor. Review of this supplemental testing shall address the adequacy of the tests in supporting specific parts of the design methodology.

Design issues and analysis aspects to be considered shall include but are not limited to: (i) out-of-plane bending; (ii) out-of-plane shear; (iii) combined effects of out-of-plane shear, bending and axial forces; (iv) in-plane shear combined with membrane axial forces; (v) anchorages between SC composite components and reinforced concrete components; (vi) joint reinforcement; (vii) local buckling of steel face plates; (viii) initial stresses on the steel plates from wet concrete placement; (ix) concrete creep, concrete shrinkage and transfer of loads to the steel face plates; and (x) the analyses used for the calculation of load effects for design purposes, including consideration redistribution of shear forces under lateral seismic loads that

may result from concrete cracking. Design issues and aspects shall be assessed, as applicable, for dynamic, cyclic loading conditions typical of earthquake loads. In addition, the review shall assess construction aspects related to the placement of concrete, type of concrete utilized, and inspection methods.

The assessment by each member of the peer-review panel also shall take into consideration the JEAG-4618 and the KSSC draft specification referred to in the Background section as well as any available information from the experimental and analytical programs used to support their development.

Task 2 – Meeting Participation and Reporting

Each member of the peer-review panel shall participate in technical conference calls and technical review meetings with other panel members and NRC staff. These calls and meetings will be managed and coordinated by staff of the Office of Nuclear Regulatory Research (RES). The NRC anticipates five conference calls and three technical meetings all of which are expected to be held at NRC facilities in Rockville, Maryland. As applicable to the stage of the review, each member of the peer-review group will provide oral communication of findings at the technical meetings and conference calls, as applicable to the stage of the review. In addition, each member of the peer-review group will deliver an independent summary assessment of various aspects of the review in the form of a letter report summary to the NRC Project Officer (PO).

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 PO will review all research products with these criteria in mind.

TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

Members of the peer-review group will have nationally or internationally recognized expertise in the behavior and design of reinforced concrete structures or in the behavior and design of steel-composite structures. Recognized expertise shall be demonstrated by a combination of the following: (1) a body of experimental or analytical research disseminated in peer-reviewed technical publications, e.g., addressing aspects such as shear strength of plain, reinforced or

prestressed concrete, seismic retrofit of concrete structures with steel jacketing or fiber-reinforced polymers, concrete filled composite construction; (2) national or international recognition for leadership in research and design of reinforced concrete, prestressed concrete or steel-composite structures; (3) past or current participation on national codes or specifications committees of the ACI or AISC or Prestressed Concrete Institute (PCI); (4) past or current participation international code committees for reinforced concrete or steel-concrete composites; (5) specialized consultancy and advisory for industry as well as for federal, state and local government agencies; (6) expertise in structural dynamics and earthquake resistant design and analysis; and (7) leadership in investigations related to structural building failures and performance.

LEVEL OF EFFORT

The estimated level of effort in terms of staff hours, for staff with the level of experience required for the project, is 120 hours.

PERIOD OF PERFORMANCE

The estimated period of performance for the entire project is two and a half months.

REPORTING REQUIREMENTS

The reporting requirements for each member of the peer-review group are as follows:

i) Oral communication of findings, as applicable to the stage of the review, at technical meetings and conference calls.
ii) Draft report with a summary of the preliminary findings by the group member to be provided no later than 30 days after the date of award during the second technical meeting.
iii) Final letter report with a summary of the findings by the group member to be provided 60 days after the date of award.

PUBLICATIONS NOTE

RES encourages the publication of the scientific results from RES sponsored programs in refereed scientific and engineering journals as appropriate. If the Contractor proposes to publish in the open literature or present the information at meeting in addition to submitting the required technical reports, prior approval of the proposed article or presentation shall be obtained from the NRC PO. The PO shall either approve the material as submitted, approve it subject to NRC suggested revisions, or disapprove it. The PO 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 PO determines that it will benefit the RES project, the PO may authorize payment of travel and publishing costs, if any; from the project funds. If the PO determines that the article or presentation would not benefit the RES project, the costs associated with the preparation, presentation, or publication shall 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 shall not identify the NRC's sponsorship of the work.

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, the Contractor shall submit the final manuscript that has been approved by the NRC PO in both electronic and camera-ready copy.

All format guidance, as specified in NUREG-0650, Revision 2, will remain the same with one exception. The Contractor shall 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 the camera-ready copy is sent 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 the Contractor's manuscript is from another source and the Contractor 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 the report. Note that the Contractor shall continue to submit original photographs, which will be scanned, since digitized photographs do not print well.

If the Contractor chooses to publish a compact disk (CD) of the publication, place on the CD copies of the manuscript in: (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.

DELIVERABLES/SCHEDULES AND/OR MILESTONES

Anticipated project milestones and related deliverables are as follows:

i) 5 days after date of award (DoA): NRC provides each contractor the NRC-furnished materials described in the Section NRC-Furnished Materials.
ii) 15 days after DoA: first technical meeting, which also functions as kickoff meeting.
iii) No later than 30 days after DoA: second technical meeting.
iv) No later than 30 days after DoA: preliminary report by each member of the peer-review group with a summary of the current findings by that group member, which may be in the form of an oral communication at the second technical meeting.
v) TBD: third technical meeting (if needed).
vi) No later than 60 days after DoA: final letter report by each member of the peer-review group with a summary of the findings by that group member.

Deliverables

Deliverables for each member of the peer-review panel include the following:

i). Participation in conference calls with other members of the peer-review group and NRC-staff.
ii). Participation in two technical meetings, the first of which will include the project kickoff meeting, with the other members of the peer-review group and NRC staff.
iii). Draft report with preliminary findings by that group member, which can be in the form of either a draft letter report or an oral communication to the NRC staff.
iv). If needed, participation at an additional technical meeting for review of the preliminary findings.
v). Final letter report with a summary of the findings of that group member.

MEETINGS AND TRAVEL

Each contract will include three trips for two days (one night hotel stay) for one person to the Office of Nuclear Regulatory Research of the NRC located at 21 Church Street, Rockville, MD 20850. The purpose of the trips is to attend the project kickoff meeting and the three technical meetings of the peer-review group. All travel shall be in accordance with GSA Federal Travel Regulations.

NRC-FURNISHED MATERIAL

The NRC will provide each Contractor with the information listed below.

- Five days after DoA:

  *(a)* Elements of Section 3.8 of the design certification FSAR and of the Standard Review Plan that pertain to the structure of interest.
  *(b)* Supplemental information provided by the vendor pertaining to the structure of interest in response to requests for additional information, which includes technical reports, testing plans, description of tests and results of the tests available at the time of the kickoff meeting.
  *(c)* NRC-provided list with a description of the specific aspects of the technical bases and assumptions for the design methodology, construction method and inspection method for which additional information has been requested by the NRC and that constitute the focus of the confirmatory review.

- When available to the NRC:

  *(a)* Additional relevant supplemental information provided by the vendor in response to requests for additional information, which may include additional supplemental technical reports, testing plans, description of tests and results of the tests.

TECHNICAL DIRECTION

Technical direction will be provided by the Project Officer, Dr. Jose A. Pires, who can be reached at:

Mail Stop: C5A24M
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555-0001

Phone: (301) 251-7696
Fax: (301) 251-7594
Email: Jose.Pires@nrc.gov

Express mail should be sent to:
U. S. Nuclear Regulatory Commission
Mail Stop: C05A24M
11545 Rockville Pike
Rockville, MD 20852-2738

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

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

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

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

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

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

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

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

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

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

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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

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

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

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.

R:txtselden\billing instructions LH or TM revised 2008

# 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.

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

## 3. Definitions

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

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Sample Voucher Information (Supporting Documentation must be attached)

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

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