

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 25

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

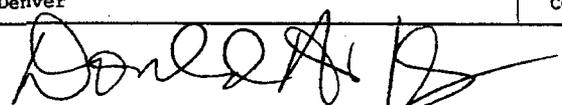
BPA NO.

1. DATE OF ORDER <b>SEP 25 2009</b>		2. CONTRACT NO. (if any) GS-23F-0060L		6. SHIP TO:		
3. ORDER NO. NRC-DR-03-09-069		4. REQUISITION/REFERENCE NO. 03-09-069		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino, 301-492-3637, <a href="mailto:Jennifer.DeFino@nrc.gov">Jennifer.DeFino@nrc.gov</a> Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Attn: Tamera Williams, 301-415-3677 Mail Stop: O-13-E19 Email: <a href="mailto:Tamera.Williams@nrc.gov">Tamera.Williams@nrc.gov</a>		
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES INC				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER		
c. STREET ADDRESS 10070 BARNES CANYON RD				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY SAN DIEGO		e. STATE CA	f. ZIP CODE 921212722		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.	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 920-122-150 JCN: J4200 BOC: 25A APPR NO: 31X0200.920 FFS: NRR-09-058 OBLIGATE: \$150,000.00 Contractor DUNS: 107928806				10. REQUISITIONING OFFICE NRR		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) N/A	18. DISCOUNT TERMS N/A	
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 U.S. Nuclear Regulatory Commission (NRC) hereby issues this Delivery Order entitled: "Support for Mitigating Systems Performance Index (MSPI)" to Information Systems Laboratories, Inc., per the attached Statement of Work (SOW) and additional terms and conditions not specified under the GSA Federal Supply Schedule contract #GS-23F-0060L.  CONTRACTOR ACCEPTANCE OF DELIVERY ORDER NO. NRC-DR-03-09-069   Signature _____ Date <u>9/25/09</u>  Title <u>V.P.</u>				See Section A.4 for Price/Cost Schedule	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)  17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC <a href="mailto:NRCPayments@nbc.gov">NRCPayments@nbc.gov</a>						
	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		\$592,626.46	
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 02 2009

ADM002

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**SECTION A- CONTINUATION BLOCK**

**A.1 PROJECT TITLE**

The title of this project is as follows: **SUPPORT FOR MITIGATING SYSTEMS PERFORMANCE INDEX (MSPI)**

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

The contractor shall:

- (1) Obtain updated versions of the MSPI bases documents for each site.
- (2) Obtain the current version of Nuclear Energy Institute (NEI) 99-02, revision 5 (or most current version), "Regulatory Assessment Performance Indicator guideline".
- (3) Assess selected failure data from EPIX or RADS (INL data) provided under Job Code N6482, to determine if failure reporting is consistent with the actual failure rate in accordance with NEI 99-02 Appendix F guidance.
- (4) Provide recommendations for guidance revisions, including additions or clarifications to NEI 99-02, Appendices F and G as a result of analyses and evaluations performed for this effort. These shall include additional guidance on unreliability or unavailability, and new or modified definitions of MSPI terms and clarification of statements in NEI 99-02 which are or have been the subject of discussion between NRC staff and the industry.
- (5) Review MSPI FAQs and provide advice on possible staff response.
- (6) Provide reports on any studies or assessments conducted on MSPI data, guidance, generic issues identified from the review of FAQs, industry PI data, or other sources.

**A.3 DURATION OF CONTRACT PERIOD (MAR 1987)**

This contract shall commence on September 28, 2009 and will expire on September 27, 2014.

**A.4 PRICE/COST SCHEDULE**

Period of Performance: September 28, 2009 through September 27, 2014				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Labor Rate*	Total Labor Estimate per Category
001	Senior Scientist Fellow	[REDACTED]	[REDACTED]	[REDACTED]
002	Lead Scientist	[REDACTED]	[REDACTED]	[REDACTED]
003	Engineering Fellow	[REDACTED]	[REDACTED]	[REDACTED]
004	Principal Scientist	[REDACTED]	[REDACTED]	[REDACTED]
005	Engineer	[REDACTED]	[REDACTED]	[REDACTED]
006	Admin. Specialist 3	[REDACTED]	[REDACTED]	[REDACTED]
<b>Total Labor Estimate</b>				<b>\$572,626.46</b>

Travel (September 28, 2009 through September 27, 2014)		
Line Item	Category	Total Estimated Costs
007	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. All travel must be approved in advance by the NRC Project Officer.	[REDACTED]
<b>Estimated Total Travel</b>		<b>\$20,000.00</b>

**CONTRACT CEILING --- \$592,626.46**

\*Clause 552.216-70 ECONOMIC PRICE ADJUSTMENT- FFS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I- SEP 1999) of Information Systems Laboratories, Inc's GSA Federal Supply Schedule Contract (GS-23F-0060L) governs labor rate revisions.

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

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$592,626.46. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$150,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**SECTION B – STATEMENT OF WORK**

**TITLE:** Support for Mitigating Systems Performance Index (MSPI)

**JCN No:** J4200

**NRC ISSUING OFFICE:** Office of Nuclear Reactor Regulation

**NRC PROJECT OFFICER:** Tamera Williams  
Phone: 301-415-3677; Email: [Tamera.Williams@nrc.gov](mailto:Tamera.Williams@nrc.gov)

**NRC TECHNICAL MONITOR:** John Thompson  
Phone: 301-415-1011; Email: [John.Thompson@nrc.gov](mailto:John.Thompson@nrc.gov)

**1.0 BACKGROUND**

The Mitigating Systems Performance Index (MSPI) is a measure of system integrated equipment performance averaged over a three year period and provides performance indicator (PI) data for five systems at commercial nuclear power plants. This PI is calculated separately for each of the following five systems for each reactor type:

**BWRs**

- emergency AC power systems (emergency diesel generators or hydro units),
- high pressure injection systems (high pressure coolant injection, high, pressure core spray, or feedwater coolant injection),
- reactor core isolation cooling and/or isolation condenser systems,
- residual heat removal systems (or the equivalent function),
- cooling water support systems for the above systems

**PWRs**

- emergency AC power systems,
- high pressure safety injection systems,
- auxiliary feedwater systems,
- residual heat removal systems (or the equivalent function),
- cooling water support systems for the above systems.

The MSPI was implemented into the Reactor Oversight Process (ROP) on April 1, 2006, at all commercial operating U.S. nuclear power plants. The MSPI is a risk-informed PI and uses plant specific PRA information to derive risk coefficients and values for input into the MSPI algorithm. The Office of Nuclear Reactor Regulation (NRR) requires technical probabilistic risk analysis (PRA) support for MSPI in order to 1) conduct studies into the efficiency and effectiveness of MSPI as implemented; 2) provide advice on frequently asked questions (FAQs) submitted by licensees; 3) suggest ways to improve MSPI that could simplify or improve the technical guidance; and 4) evaluate the reported data and compare it to the staff's risk models for insights into whether the data and risk coefficient values are representative of actual plant design and operation. Analyses or evaluations should also assess whether the results are indicative of the impact on the risk associated with operation of the plant or plants under study.

**2.0 SUMMARY OF PRIOR CONTRACT SUPPORT**

This contract is the successor to the MSPI Project performed under Job Code N6482, entitled, "MSPI Technical Analysis and Support, for the NRC's Office of Research (RES) and the NRC Office for Nuclear Reactor Regulation" with Idaho National Laboratory.

### 3.0 OBJECTIVES

The contractor shall:

- (1) Obtain updated versions of the MSPI bases documents for each site.
- (2) Obtain the current version of Nuclear Energy Institute (NEI) 99-02, revision 5 (or most current version), "Regulatory Assessment Performance Indicator guideline".
- (3) Assess selected failure data from EPIX or RADS (INL data) provided under Job Code N6482, to determine if failure reporting is consistent with the actual failure rate in accordance with NEI 99-02 Appendix F guidance.
- (4) Provide recommendations for guidance revisions, including additions or clarifications to NEI 99-02, Appendices F and G as a result of analyses and evaluations performed for this effort. These shall include additional guidance on unreliability or unavailability, and new or modified definitions of MSPI terms and clarification of statements in NEI 99-02 which are or have been the subject of discussion between NRC staff and the industry.
- (5) Review MSPI FAQs and provide advice on possible staff response.
- (6) Provide reports on any studies or assessments conducted on MSPI data, guidance, generic issues identified from the review of FAQs, industry PI data, or other sources.

### 4.0 WORK REQUIREMENTS

#### Task 1 Plant Basis Document and NEI 99-02 Acquisition

##### Requirement

The contractor shall obtain a digital copy of the updated MSPI Basis Documents for each site and the most recent industry PI guidance document (NEI 99-02).

##### Standard

The contractor shall obtain all documents no later than October 1, 2009.

##### Deliverable

There are no direct deliverables for Task 1; rather the schedule reflects retrieval of plant basis documents in their updated versions by submittal date of 1Q2009 MSPI data.

#### Task 2 MSPI Frequently Asked Questions (FAQ) Support

##### Requirement

The contractor shall: 1) obtain the monthly FAQ log; 2) review all MSPI-related FAQs; 3) provide recommended responses and the basis for the responses for all MSPI-related FAQs; 4) provide the actions required of the licensee; 5) identify any issues that may have generic implications on the technical guidance (NEI 99-02); and 6) make recommendations as to whether studies should be conducted or the issue is unique to the licensee that submitted the FAQ.

##### Standard

MSPI-related FAQs will be provided by the NRC to the contractor through download, email, or hardcopy on a monthly basis. Any FAQ insights suggested for staff responses or advice shall be provided to the NRC by the contractor one business day prior to the monthly ROP public meeting where they will be presented for discussion. All FAQs will be filed and emailed/hardcopy to the MSPI technical contact.

### **Deliverable**

The contractor shall provide written recommended responses, basis for the responses, and generic implications for all MSPI-related FAQs.

### **Task 3      Development of MSPI White Papers**

#### **Requirement**

The contractor shall identify areas of NEI 99-02, "Performance Indicator Assessment Guideline," Appendix F, "Methodologies For Computing The Unavailability Index, The Unreliability Index And Component Performance Limits," that may require revision or improvement. This appendix contains MSPI implementation guidance that is used by the industry and staff to interpret and report performance indicator data for the MSPI.

The contractor shall: 1) be familiar with NEI 99-02, Appendix F and conduct a review to identify problematic areas that could benefit from a revision, 2) recommend any changes in the scope of what is currently monitored by MSPI that would be an improvement in the indicator, 3) recommend any revisions to NEI 99-02, Appendices F to add additional guidance, clarity, or correct wording that is unclear or confusing. These three tasks shall be accomplished using a white paper approach. The contractor shall revise or submit each white paper one business day prior to the monthly ROP public meeting, and shall provide a 6 month periodic status summary report on all white papers in discussion or in development. The status summary shall include a brief description of each white paper, status, next actions, and expected date the white paper will transition to a FAQ format for incorporation in NEI 99-02.

The white paper shall include a problem statement, background, analysis and impact, and a proposed solution statement. The contractor shall be prepared to defend the analysis and conclusions of the white paper in a public meeting, and upon questioning by the staff and industry stakeholders. The need for any white papers shall be subject to final approval of the staff. The white papers typically will be presented to industry when they are completed and upon the next public monthly ROP meeting after they have been submitted to the staff. The white paper(s), and their status, are discussed every month at these public meetings until they are fully incorporated into the NEI 99-02, Appendix F guidance via the FAQ process. If data analysis is required to support conclusions in the white paper (see Task 4), the contractor shall adhere to the requirements and guidance contained in Task 4. The white paper shall include the results of all analysis that support positions or conclusions by the contractor.

Currently, there are 3 MSPI white papers that are being considered by the NRC. The contractor shall assume responsibility for these papers to ensure that the issues raised by these papers are fully addressed and resolved in the next revision (Revision 7) to NEI 99-02, Appendix F. These papers are: 1) NEI 99-02 Guidance Changes for MSPI for Clarification of Planned UA Expectations, 2) EDG Component Boundary (Fuel Transfer Pump Issue), and 3) MSPI Rounding Error/Front Stop. The NRC will provide copies of these papers, and any analysis and background material to the contractor.

#### **Standard**

All deliverables shall be provided at least one business day prior to the monthly ROP public meeting.

#### **Deliverable**

The contractor shall provide an electronic version of the white paper that is releasable to the public and does not contain sensitive or restricted information. All white papers shall be written as if they will be presented to industry at the ROP monthly public meeting. The 6 month status summary report shall be provided in an electronic version (MS Word) and shall be provided on a 6 month periodic interval.

**Task 4 Data Analysis and Assessment****Requirement**

All conclusions and recommendations in the white papers (Task 3) shall be supported with appropriate data analysis. If such analysis is needed to be based on risk insights, industry reportable events (Licensee Event Reports), component failures, event coding, train unavailabilities, or other commercial nuclear power plant performance data, the contractor shall conduct these analysis using the existing Equipment Performance and Information Exchange (EPIX)/Reliability and Availability Database System (RADS) database maintained by the Idaho National Laboratory (INL). The NRC will provide the contractor with data and information from the INL EPIX/RADS database under an existing staff contract with INL. The contractor will be responsible for conducting analysis on any provided data and to identify to the staff if any additional data is needed to support conclusions in the white papers. The results of all analysis shall be included in the white paper for which they provide technical support.

**Standard**

The contractor shall provide the deliverable report to support white paper development one business day prior to the ROP monthly meeting.

**Deliverable**

The contractor shall provide a written analysis with issues addressed that updates status of the work conducted under data assessment.

**Task 5 ROP Public Meetings and Workshops****Requirement**

The contractor shall attend the monthly ROP public meetings and any workshops when MSPI-related topics are on the agenda. The contractor shall participate by providing expert advice in group discussion, if necessary.

**Standard**

The contractor shall attend monthly ROP public meetings or MSPI-related meetings/workshops (approximately 1-2 per year).

**Deliverable**

The contractor shall provide a Meeting Summary that includes a list of any actions determined as a result of the meeting/workshop that may require white paper revision(s), or require expert judgment to be rendered based on the nature of the meeting/workshop. The meeting summary shall be submitted within 14 days of completion of the meeting/workshop.

**5.0 DELIVERABLES FORMAT**

All analysis, reports, or other submittals data files and databases developed and maintained under this contract shall be user friendly and compatible with personal and network computers operating in a MS Windows environment.

The contractor shall provide one hard copy and an electronic copy of each deliverable to both the PO and the TM. The electronic copy of deliverables shall be an NRC approved version of software in MS Office or other word processing software approved by the TM. Files developed for the web must be compatible with NRC browser MS Internet Explorer. Software deliverables shall be scanned for viruses prior to delivery to NRC. All software development, modifications or maintenance tasks shall follow the general guidance in NUREG/BR-0167, Software Quality Assurance Program and Guidelines, and specific quality guidance designated by the NRC PO.

In all correspondence, include the following information: Project title, JCN No., Task No., TAC No., and NRC/NRR Branch.

## **6.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

The personnel assigned to this project shall be competent in reviewing commercial nuclear reactor ROP PI data to determine consistency and general validity. Expert understanding of the overall operation of commercial nuclear power plants is required, as is an expert level of understanding of plant PRAs for both boiling water reactors (BWRs) and pressurized water reactors (PWRs). Experience and knowledge of PRA data inputs used in the MSPI calculation for the Consolidated Data Entry (CDE)-EPIX database, the Idaho National Laboratory RADS database of component failures, use of personal computers, the internet, and the electronic transmittal of data and information is essential.

The contractor staff shall have at least one expert who has a fundamental understanding of the ROP, and an expert level of understanding of the MSPI. This includes a general understanding of NEI 99-02, Section 2, with an expert understanding of Appendices F (Methodologies for Computing the Unavailability Index, the Unreliability Index and Component Performance Limits), and G (MSPI Basis Document Development). Experience with the early development and research of MSPI is considered a plus.

Industry experience with PRA, PRA manipulation, Maintenance Rule implementation, maintenance practices at nuclear power plants, knowledge of technical specifications (TS) for systems monitored by MSPI, and a general knowledge of the updated final safety analysis reports (UFSARs) is also required for the contract expert on MSPI.

Other contract personnel assigned to the MSPI shall have knowledge of and experience in nuclear plant operations and/or nuclear plant engineering. Qualified computer programmers shall have knowledge of and experience with the software used in the PI programs. Experience and knowledge of database development and coding, personal computers, the internet, and the electronic transmittal of data and information is also required.

## **7.0 MEETINGS/TRAVEL**

The contractor shall attend monthly ROP public meetings held at NRC staff offices or place of meeting designation and shall also attend MSPI-related meetings/workshops (approximately 1-2 per year). All travel must be approved in advance by the NRC PO.

## **8.0 PLACE OF PERFORMANCE**

The contract shall work from their own facility, or as directed (to attend public meetings or workshops).

## **9.0 NRC-FURNISHED MATERIAL**

The NRC will furnish: 1) ROP data (from Job Code N6482); 2) monthly FAQ logs; 3) MSPI-related information; 4) the current revision to NEI 99-02, Appendix F; and 5) required data from the INL EPIX/RADS database.

## **10.0 LICENSE FEE RECOVERY**

No license fee recoverable costs are expected as a result of this contract.

## **11.0 CLASSIFICATION OR SENSITIVITY, IF APPLICABLE**

No classified or sensitive unclassified material (e.g., proprietary) will be involved.

**12.0 CONTRACTOR ACQUIRED MATERIALS**

It is not expected that the contractor will be required to purchase any equipment, including computer hardware or software, to perform the work contemplated under this project.

**13.0 OVERALL PERFORMANCE STANDARDS AND DEDUCTION SCHEDULE**

The following processes will be used by the NRC to motivate successful performance of the SOW requirements stated herein:

1. Failure by the contractor to comply with any of the procedures and/or SOW requirements stated herein shall constitute a "valid-deficiency" under this contract, unless the failure can be shown to be caused by circumstances beyond the contractor's control.
2. No more than one (1) SOW-deficiency shall be allowed by the NRC per calendar-month period, in which the NRC Project Manager (PM) determines the discrepancy is a "valid-deficiency" for non-compliance with any SOW Requirements.

The contractor shall invoice monthly with a single invoice that includes a breakdown of the cost of all support provided during the previous calendar month's period. For any month in which the contractor fails to comply with the SOW requirements stated herein, the NRC reserves the right to deduct the following amounts from that month's total monthly invoice payment:

Number of Deficiencies	Deduction Schedule Per Monthly Invoice
0 to 1	0%
2 to 3	5%
3 to 4	6%
5 to 6	8%
7 or more	10%

Under the performance Incentives listed above, the NRC will not deduct more than a total of 10% from the monthly invoice. The deductions listed above do not prevent the NRC from taking other appropriate actions to correct performance problems under this contract.

**SECTION C - CONTRACT CLAUSES****DELIVERY/TASK ORDER TERMS AND CONDITIONS**

NOT SPECIFIED IN THE CONTRACT

**C.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Tamera Williams

Address: U.S. Nuclear Regulatory Commission  
Office of Nuclear Reactor Regulation  
Mail Stop: O-13-E19  
Washington, DC 20555

Telephone Number: (301) 415-3677

Email Address: [Tamera.Williams@nrc.gov](mailto:Tamera.Williams@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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.2 TECHNICAL MONITOR AUTHORITY**

a) The Technical Monitors for this contract is:

Name: John Thompson  
Address: U.S. Nuclear Regulatory Commission  
Office of Nuclear Reactor Regulation  
Mail Stop: O-11-H6  
Washington, DC 20555  
Telephone Number: (301) 415-1011  
Email Address: [John.Thompson@nrc.gov](mailto:John.Thompson@nrc.gov)

b) The Technical Monitor may issue technical instructions from time to time during the duration of this contract. Technical instructions must be within the general statement of work stated in the contract and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance.

c) Any modifications to the scope-of-work, cost or period of performance of this contract must be issued by the Contracting Officer and will be coordinated with the Project Officer.

**C.3 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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

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

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

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

**C.4 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20****C.5 Other Applicable Clauses**

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

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

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

52.217-8, Option to Extend Services

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

**C.6 SEAT BELTS**

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

**C.7 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.

**C.8 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).

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.

## **C.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 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 209.570-2, 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 209.570-9.

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

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

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

**C.10 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS  
(FEB 2007)**

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

(a) Hourly rate.

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

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

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

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

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

(i) Individual daily job timekeeping records;

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

(iii) Other substantiation approved by the Contracting Officer.

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

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

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the

Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

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

(ii) Materials means--

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this

clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

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

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

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

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

### **C.11 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

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

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

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

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

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

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	BILLING INSTRUCTION FOR LABOR HOUR/ TIME AND MATERIAL TYPE CONTRACTS (JUNE 2008)	2

**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 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.