

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 40 PAGES

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

BPA NO.

1. DATE OF ORDER <b>12/16/2010</b>		2. CONTRACT NO. (If any) GS10F0093K		6. SHIP TO:	
3. ORDER NO. NRC-HQ-04-11-F-001		4. REQUISITION/REFERENCE NO. RES-10-131 DTD3/18/2010;6/28/10		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jerry Purcell Jr. Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS	
7. TO:				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
a. NAME OF CONTRACTOR S C & A, INC SANFORD COHEN & ASSOCIATES				f. SHIP VIA	
b. COMPANY NAME DUNS: 071167910 NAICS: 541620				8. TYPE OF ORDER	
c. STREET ADDRESS 1608 SPRING HILL RD STE 400				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY VIENNA	e. STATE VA	f. ZIP CODE 221822241		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.	
9. ACCOUNTING AND APPROPRIATION DATA SEE PAGE 2		10. REQUISITIONING OFFICE RES			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT N/A	
<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 SMALLBUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE				

## 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)
	<p>The Contractor shall perform tasks in accordance with the attached Statement of Work (SOW) and the terms and conditions of this Labor Hour/Time and Materials Delivery Order.</p> <p>The period of performance (POP) shall be for 36 months from date of award.</p> <p>The NRC Project Officer for this Delivery Order is Ms. Doris Lewis PH: 301-251-7559; E-mail: Doris.Lewis@nrc.gov</p> <p>SEE CONTINUATION PAGE</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$361,878.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov				
	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	\$361,878.00	17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA  
BY (Signature)

23. NAME (Typed)  
Donald A. King  
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM NO. 47 (REV. 4/2006)  
PREPARED BY GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE

DEC 29 2010

ANNUAL

Continuation of OF347 block 9 Accounting and Appropriation data:

B&R: 2011-60-11-6-110 JC: N6990 BOC: 252A APPN: 31X0200.160 FFS#: 110583

Total Amount Obligated: \$110,000.00

## A. SCHEDULE OF SERVICES AND PRICE/COST

### A.1 PROJECT TITLE

Update NUREG/CR-6112, "Impact of Reduced Dose Limits on NRC Licensed

Activities: Major Issues in the Implementation of ICRP/NCRP Dose Limit

Recommendations"

### A.2 BRIEF DESCRIPTION OF WORK

The contractor shall perform tasks under two broad categories, operating reactors and materials. The contractor shall summarize dose distribution data and conduct a scoping analysis of the potential impacts of alternative occupational dose limits and dose constraints that addresses cost-benefit considerations and other benefits and/or burdens associated with reduced occupational dose limits on NRC licensed activities. All work is to be performed at the contractor's facility.

### A.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The period of performance shall be from date of award for 3 years. Any and all tasks shall be completed within the time specified in this task order, unless otherwise specified herein:

### A.4 PRICE SCHEDULE

Base Period: Date of award for thirty-six months

Task 1: Kick-off meeting

CLIN	Labor Category	Contractor's GSA Labor Category	Estimated Hours	Total Labor Estimate per category
001	Principal Investigator	Subject Matter Exp		
002	Asst Principal	Sr. Management		
003	Sr. Technical Staff	Technical Expert		
004	Technical Staff	Technical Staff	0	\$0
005	Jr. Tech Staff	Jr. Researcher	0	\$0
006	Secretary	Clerical	0	\$0
<b>TOTAL TASK 1 LABOR NOT TO EXCEED ESTIMATE</b>				<b>\$4,874.00</b>

## Task 2: Collect/Analyze Dose Distributions

CLIN	Labor Category	Contractor's GSA Labor Category	Estimated Hours	Total Labor Estimate per category
007	Principal Investigator	Subject Matter Exp		
008	Asst Principal	Sr. Management		
009	Sr. Technical Staff	Technical Expert		
010	Technical Staff	Technical Staff		
011	Jr. Tech Staff	Jr. Researcher		
012	Secretary	Clerical		
<b>TOTAL TASK 2 LABOR NOT TO EXCEED ESTIMATE</b>				<b>\$76,840.00</b>

## Task 3: Update Reports

CLIN	Labor Category	Contractor's GSA Labor Category	Estimated Hours	Total Labor Estimate per category
013	Principal Investigator	Subject Matter Exp		
014	Asst Principal	Sr. Management		
015	Sr. Technical Staff	Technical Expert		
016	Technical Staff	Technical Staff		
017	Jr. Tech Staff	Jr. Researcher		
018	Secretary	Clerical		
<b>TOTAL TASK 3 LABOR NOT TO EXCEED ESTIMATE</b>				<b>\$69,268.00</b>

## Task 4: Analyze Potential Impacts

CLIN	Labor Category	Contractor's GSA Labor Category	Estimated Hours	Total Labor Estimate per category
019	Principal Investigator	Subject Matter Exp		
020	Asst Principal	Sr. Management		
021	Sr. Technical Staff	Technical Expert		
022	Technical Staff	Technical Staff		\$0
023	Jr. Tech Staff	Jr. Researcher		
024	Secretary	Clerical		
<b>TOTAL TASK 4 LABOR NOT TO EXCEED ESTIMATE</b>				<b>\$83,578.00</b>

## Task 5: Operating Reactors –Expand Data Collection

CLIN	Labor Category	Contractor's GSA Labor Category	Estimated Hours	Total Labor Estimate per category
025	Principal Investigator	Subject Matter Exp		
026	Asst Principal	Sr. Management		
027	Sr. Technical Staff	Technical Expert		
028	Technical Staff	Technical Staff		\$0
029	Jr. Tech Staff	Jr. Researcher		\$
030	Secretary	Clerical		
<b>TOTAL TASK 5 LABOR NOT TO EXCEED ESTIMATE</b>				<b>\$45,520.00</b>

## Task 6: Operating Reactors- Update NUREG/CR-6112

CLIN	Labor Category	Contractor's GSA Labor Category	Estimated Hours	Total Labor Estimate per category
031	Principal Investigator	Subject Matter Exp		
032	Asst Principal	Sr. Management		
033	Sr. Technical Staff	Technical Expert		
034	Technical Staff	Technical Staff		
035	Jr. Tech Staff	Jr. Researcher		
036	Secretary	Clerical		
<b>TOTAL TASK 6 LABOR NOT TO EXCEED ESTIMATE</b>				<b>\$47,076.00</b>

## Task 7: Provide Monthly Report

CLIN	Description	Quantity	Unit	Unit Price	Total Price
037	Monthly Reports		Monthly		
<b>TOTAL ESTIMATE</b>					<b>\$18,720.00</b>

## Travel:

TRAVEL ESTIMATE		
CLIN	Category	Total Estimate Cost
038	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 Contracting Officer	
Estimated Total Travel		\$16,000

**Total Estimated Contract Price: \$361,878.00**

Note: See attachment No. 2. GSA FSS Labor Hour rates for tasks 1-7 cover November 1, 2010 thru October 31, 2013. \*No G&A costs are allowed on travel.

### A.5 CONSIDERATION AND OBLIGATION—LABOR HOURS

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$ 361,878.00.**

(b) The amount presently obligated with respect to this contract is **\$ 110,000.00.** 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.

#### A. 6 DELIVERABLES/SCHEDULES AND/OR MILESTONES

<i>Phase I: Collection and Analysis of Data for Draft Report</i>		
#	Project Milestones	Schedule Date
1	Conduct kickoff meeting	3 weeks after contract initiation
2	Submit preliminary draft report on Tasks 2, 3, 4 and 5	6 months after kickoff meeting
3	Submit draft report on Tasks 2, 3 and 5	9 months after kickoff meeting
<i>Phase II: Development of Final Report</i>		
4	Incorporate NRC staff comments and submit preliminary final report	120 days after receiving NRC comments
5	Project Management meeting to discuss preliminary final report with NRC staff	30 days after submitting preliminary final report
6	Incorporate NRC staff comments on preliminary final report and submit final report	90 days after submitting preliminary final report
7	Monthly Reports (Technical Progress Report and Financial Status Report)	On the 20 <sup>th</sup> of each month following the month to be reported

#### A.7 FEDERAL HOLIDAYS AND ADMINISTRATIVE LEAVE

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

When any such day falls on a Saturday the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock personnel or emergency operations, Contractor personnel will not be able to perform on site under this contract with NRC on the holidays set forth above. The Contractor shall not charge any holiday as a direct charge to the contract. In the event that Contractor personnel work during a holiday other than those specified above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect charge. However, this does not preclude reimbursement for authorized overtime work.

In the event that NRC grants administrative leave to its Government employees at the site, on-site Contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor shall direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries or wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work.

#### **A.8 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 Contracting 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.

**A.9 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.

**A.10 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

(a) Project Officer (1 hard & electronic copy)

Name: Doris Lewis  
Address: U.S. Nuclear Regulatory Commission

Mail Stop: C3A07M  
Washington, DC 20555-0001  
Fax: (301) 251-7423  
Email: [Doris.Lewis@nrc.gov](mailto:Doris.Lewis@nrc.gov)

Express mail should be sent to:

ATTN: Doris Lewis  
U.S. Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
21 Church Street  
Mail Stop: C3A07M  
Rockville, MD 20850

(b) Contracting Officer (1 copy)

Name: Donald A. King  
Address: U.S. Nuclear Regulatory Commission  
Mail Stop: 01-B26M  
Washington, DC 20555-0001  
Email: [Donald.King@nrc.gov](mailto:Donald.King@nrc.gov)

(c) The contractor shall provide preliminary and draft reports to the NRC Project Manager for review (see "DELIVERABLES/SCHEDULES AND/OR MILESTONES" section). The final report shall be submitted to the NRC Project Manager in the NUREG format, as specified in the "NEW STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES MANUSCRIPTS" section.

## **A.11 TECHNICAL PROGRESS REPORT (JAN 1993)**

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 20 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

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



## A.12 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 20 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".
- (i) Property status:
  - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number,

acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

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

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

## B.0 STATEMENT OF WORK

### B.1 BACKGROUND

Title 10 of the *Code of Federal Regulations*, Part 20 (10 CFR Part 20) contains regulations that establish standards for protection against ionizing radiation resulting from activities conducted under licenses issued by the U.S. Nuclear Regulatory Commission (NRC). Moreover, Part 20 Subpart C contains an annual occupational dose limit of 5 rem (50 mSv) total effective dose equivalent (TEDE) based on the recommendations in International Commission on Radiological Protection (ICRP) Publication 26. TEDE means the sum of the effective dose equivalent (for external exposures) and the committed effective dose equivalent (for internal exposures). In addition to the dose limit, licensees are required by Part 20 to maintain all exposure levels "as low as is reasonably achievable" (ALARA).

In December 2008, the NRC staff provided a Policy Issue Notation Vote Paper to the Commission regarding the regulatory and technical options of moving, or not moving, toward a greater alignment of NRC's radiation protection regulatory framework with ICRP Publication 103<sup>(1)</sup>. The Commission subsequently directed the NRC staff to begin engagement with stakeholders and interested parties to initiate development of the technical basis for possible revision of NRC's radiation protection regulations, as adequate and appropriate where scientifically justified, to achieve greater alignment with ICRP Publication 103 recommendations<sup>(2)</sup>.

This Statement of Work (SOW) describes work to be performed in response to the Commission's direction to obtain technical basis information for possible revision of 10 CFR Part 20. The focus of this study is to obtain updated information on the actual dose distributions for all categories of NRC licensees. This information is needed for assessing options for establishing alternative annual occupational dose limits and proposing dose constraints as part of the NRC's regulatory framework for radiation protection.

Previously, the NRC sponsored a study on these topics and published a report that summarizes information obtained from a limited survey of NRC licensees. This report, entitled NUREG/CR-6112, "Impact of Reduced Dose Limits on NRC Licensed Activities: Major Issues in the Implementation of ICRP/NCRP Dose Limit Recommendations," outlined the potential impacts of reducing occupational dose limits below 5 rem per year (50 mSv per year). This study was published in May 1995. Given the report's outdated nature and limited scope, the staff is seeking an updated report with more comprehensive information.

An essential requirement of the new study is to collect dose distribution information from all categories of NRC licensees. Some of this information is available through annual reports prepared by the NRC<sup>(3)</sup> but additional information is needed from other sources. The information collected in this study shall be summarized in a report that includes a

<sup>1</sup> SECY-08-0197, ADAMS Accession No. ML083360582

<sup>2</sup> Staff Requirements Memorandum dated April 2, 2009; ADAMS Accession No. ML090920103

<sup>3</sup> NUREG-0713, "Occupational Radiation Exposure at Commercial Nuclear Power Reactors and Other Facilities"

technical analysis of the potential impacts associated with the implementation of alternative annual dose limits and proposed dose constraints.

## **B.2 OBJECTIVE**

The objectives of this study are to collect dose distribution information from all categories of NRC licensees and to ascertain the impact of reduced occupational dose limits on NRC licensed activities. This entails updating NUREG/CR-6112 with more comprehensive information about the actual dose distributions among occupationally exposed persons for all categories of NRC licensees. This study will include an analysis of the dose distribution information for possible use in determining alternative occupational dose limits and dose constraints levels. This information will benefit the NRC staff in developing policy options for Commission consideration in moving forward, or not moving forward, with revisions to 10 CFR Part 20.

## **B.3 SCOPE OF WORK**

The contractor shall summarize dose distribution data and conduct a scoping analysis of the potential impacts of alternative occupational dose limits and dose constraints that addresses cost-benefit considerations and other benefits and/or burdens associated with reduced occupational dose limits on NRC licensed activities.

The contractor will perform tasks under two broad categories, operating reactors and materials. The following tasks shall be performed under the specified categories:

### **B.3.1 Task 1 – Kick-off Meeting**

A kickoff meeting for project initiation will be convened with the contractor and the NRC Project Manager and staffs to discuss work requirements and to clarify and establish schedules for completion of project deliverables. The kickoff meeting will be held at the NRC Headquarters in Rockville, Maryland. This meeting will be within 3 weeks after contract award.

### **B.3.2 Task 2 – Collect/Analyze Dose Distributions**

Collect and analyze dose distributions for all occupational exposure groups, including (1) commercial nuclear power reactors; (2) test and research reactors; (3) fuel processors, fabricators, and reprocessors; (4) industrial, commercial, and medical uses of radioactive materials; (5) uranium recovery facilities; (6) independent spent fuel storage installations; (7) manufacturing and distribution; (8) radioactive waste management and low-level radioactive waste disposal; (9) well logging; (10) medical and veterinary practice; and (11) other categories to be defined by the NRC Project Manager. In addition, dose information from declared pregnant workers in these occupational groups is needed. The NRC staff plans to gather supplemental information from other sources. The contractor shall take into account information provided by the NRC Project Manager as part of its analysis.

#### **B.3.2.1 Deliverables- Preliminary and Draft Reports**

### **B.3.3 Task 3 – Update Reports**

The updated report shall limit potential impacts to a total of four occupational dose limit categories: (1) 5 rem (50 mSv) per year; (2) 2 rem (20 mSv) per year; (3) a “moving” average of 2 rem (20 mSv) per year over a 5-year interval; and (4) an average of 2 rem (20mSv) per year over a defined 5-year interval. The impacts considered shall be collective dose, dose exceeding proposed limits, facility modification cost, and radiation protection cost impacts. In addition, the updated report shall limit potential impacts to doses from declared pregnant workers to two dose limit categories: (1) 500 mrem (5 mSv) from the time of declaration for the remaining gestation period and (2) 100 mrem (1 mSv) from the time of declaration for the remaining gestation period.

B.3.3.1 Deliverables- Preliminary and Draft Reports

### **B.3.4 Task 4 – Analyze Potential Impacts**

Analyze the potential impacts of incorporating the concept of licensee established dose constraints into NRC’s current radiation protection program, both quantitatively and qualitatively. This analysis should include dose constraints at levels of 10%, 20%, 30%, 40%, 50% and 75% of the dose limits proposed in Task 3. This analysis shall focus on the potential impacts to all categories of NRC licensees.

B.3.4.1 Deliverables- Preliminary and Draft Reports

### **B.3.5 Task 5 – Operating Reactors (Expand Data Collected)**

Expand the data collected in NUREG/CR-6112 to include information on dose distributions for each licensee group listed in Task 2.

B.3.5.1 Deliverables- Preliminary and Draft Reports

### **B.3.6 Task 6 – Operating Reactors (Update NUREG/CR-6112)**

The contractor shall update NUREG/CR-6112 and describe in the final report the implementable options in line with the ICRP Publication 103 recommendations, including current practices and proposed constraints on occupational dose limits. Technical shortfalls, if any, should be identified for all implementable options.

B.3.6.1 Deliverable- Final Report

### **B.3.7 Task 7- Provide Monthly Report**

Contractor shall provide a monthly letter status report (MLSR) to the NRC Contract Officer and Project Manager by the 20<sup>th</sup> of the month following the month to be reported with copies provided to the following:

Resource Name: [RESDSAMLSR.Resource@nrc.gov](mailto:RESDSAMLSR.Resource@nrc.gov)

The MLSR will identify the title of the project, the job code, the Principal Investigator, the period of performance, the reporting period, summarize each month's technical progress, list monthly spending, total spending to date, and the remaining funds and will contain information as directed in NRC Management Directive 11.1. Any administrative or technical difficulties which may affect the schedule or costs of the project shall be immediately brought to the attention of the NRC Project Manager

#### **B.4 RESEARCH QUALITY**

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

Results meet the objectives (75% of overall score).

Justification of major assumptions (12%)

Soundness of technical approach and results (52%)

Uncertainties and sensitivities addressed (11%)

Documentation of research results and methods is adequate (25% of overall score).

Clarity of presentation (16%)

Identification of major assumptions (9%)

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

#### **B.5 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

The Principal Investigator (PI) must be a Senior Health Physicist and have at least 10 years of professional experience in U.S. nuclear safety and radiological protection activities after receipt of his or her first academic degree from a nationally recognized University and/or college.

#### **B.6 PUBLICATIONS NOTE**

The NRC encourages the publication of the scientific results from the Office of Research (RES) sponsored programs in refereed scientific and engineering journals as appropriate. If the laboratory proposes to publish in the open literature or present the information at meetings in addition to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC Project Manager. The RES Project Manager shall either approve the material as submitted, approve it subject to NRC suggested revisions, or disapprove it. In any event, the RES Project Manager may disapprove or delay presentation or publication of papers on information that is subject to Commission approval that has not been ruled upon or which has been disapproved.

Additional information regarding the publication of NRC sponsored research is contained in NRC Management Directives 3.7, "NUREG Series Publications," and 3.9, "NRC Staff

and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects.”

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

### **B.7 NEW STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES MANUSCRIPTS**

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

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

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

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

This list is subject to change if new software packages come into common use at NRC or by our licensees or other stakeholders that participate in the electronic submission

process. If a portion of your manuscript is from another source and you cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an old publication), the NRC can, if necessary, create a tagged image file format (file extension .tif) for that portion of your report.

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

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

## **B.8 MEETINGS AND TRAVEL**

The contractor will obtain NRC Project Manager approval prior to all project-related travels. The project Principal Investigator (PI) and up to two other project staff members may be asked to participate in a minimum of three meetings in the Washington, D.C., area. Each meeting would last from 1 to 3 days. At the direction of the NRC Project Manager, the contractor may be requested to participate in technical exchanges with other organizations in support of this project. Other travel may be considered, as needed, by the NRC Project Manager.

The kickoff meeting for project initiation will be convened with the contractor and the NRC Project Manager and staffs to discuss work requirements and to clarify and establish schedules for completion of project deliverables. The kickoff meeting will be held at the NRC Headquarters in Rockville, Maryland. This meeting will be within 3 weeks after contract initiation.

Foreign travel is not anticipated as part of this project. However, if foreign travel is required, a determination shall be made by the NRC Contract Officer to either approve or disapprove such travel.

All travel shall be in accordance with the GSA Federal Travel Regulations.

## **B.9 NRC-FURNISHED MATERIAL**

The NRC Project Manager will provide the contractor with an initial set of documents at the kickoff meeting. These documents include NUREG-0713, SECY-08-0197, and the Staff Requirements Memorandum, dated April 12, 2009. Also, the NRC Project Manager may provide additional documents that may be of use to the contractor during the performance of this contract.



## C. TASK ORDER TERMS AND CONDITIONS

### 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: Doris Lewis

Address: U.S. Nuclear Regulatory Commission

Mail Stop: C3A07M

Washington, DC 20555-0001

Fax: (301) 251-7423

Email: [Doris.Lewis@nrc.gov](mailto:Doris.Lewis@nrc.gov)

Telephone Number: (301) 251-7559

(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.

**(J) The Technical Monitor for this task order is indicated below:**

Name: Dr. Casper Sun

Address: U. S. Nuclear Regulatory Commission

Mail Stop: C3A07M

Washington, DC 20555-001

Fax: (301) 251-7423

Email: [Casper.Sun@nrc.gov](mailto:Casper.Sun@nrc.gov)

Telephone Number: (301) 251-7912

The Technical Monitor may issue technical instructions from time to time during the duration of this delivery order. Technical instructions must be within the general statement of work stated in the delivery order and shall not constitute new assignments of work or changes of such nature as to justify and adjustment in cost or period of performance. The contractor shall refer to Section B. of the basic delivery order for further information and guidance on any technical directions issued under this delivery order.

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

## **C.2 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.3 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.4 PROHIBITION OF FUNDING TO ACORN (NOV 2009)**

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: [http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-02.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf)

#### **C.5 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)**

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

## **C.6 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.7 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.

#### **C. 8 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.

**D. EXIBITS AND ATTACHMENTS**

<b>Attachment No. pages</b>	<b>Title</b>	<b>No. of</b>
<b>1</b>	<b>Billing Instructions for Labor Hour/Time and Materials type Contracts (JUNE 2008)</b>	<b>4</b>
<b>2</b>	<b>Contractor Labor Rate Pricing</b>	<b>2</b>
<b>3</b>	<b>Subpart 2009.5 Organizational Conflicts of Interest</b>	<b>8</b>

Attachment 1

**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.

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

**1. Official Agency Billing Office**

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

**2. Voucher Information**

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

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

c. Contract Number. Insert the NRC contract number.

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

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

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

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

**3. Definitions**

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. *Material handling costs.* When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

**Sample Voucher Information (Supporting Documentation must be attached)**

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

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

# A.4 PRICE SCHEDULE

Base Period: Nov. 1, 2010 - Oct. 31, 2013

Task 1: Kick-off meeting			Nov. 1, 2010 - Jan. 18, 2011			Jan. 19, 2011 - Jan 18, 2012			Jan. 19, 2012 - Jan 18, 2013			Jan. 19, 2013 - Oct. 31, 2013			GRAND TOTAL	
CLIN	Labor Category	Contractor's GSA Labor Category	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Total
001	Principal Investigator	Subject Matter Expert	10	\$189.78	\$ 1,898	0	\$195.93	\$ -	0	\$202.28	\$ -	0	\$208.83	\$ -	10	1,898
002	Asst. Principal Investigator	Sr. Management	10	\$158.17	\$ 1,582	0	\$163.29	\$ -	0	\$168.58	\$ -	0	\$174.04	\$ -	10	1,582
003	Sr. Technical Staff	Technical Expert	10	\$139.38	\$ 1,394	0	\$143.90	\$ -	0	\$148.56	\$ -	0	\$153.37	\$ -	10	1,394
004	Technical Staff	Technical Staff	0	\$117.51	\$ -	0	\$121.32	\$ -	0	\$125.25	\$ -	0	\$129.31	\$ -	0	0
005	Jr. Technical Staff	Jr. Researcher	0	\$49.91	\$ -	0	\$51.53	\$ -	0	\$53.20	\$ -	0	\$54.92	\$ -	0	0
006	Secretary	Clerical	0	\$48.39	\$ -	0	\$49.96	\$ -	0	\$51.58	\$ -	0	\$53.25	\$ -	0	0
007	Travel - 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				\$ 1,333			\$ 5,333			\$ 5,333			\$ 4,000		\$ 16,000
	TOTAL ESTIMATE				\$ 6,207			\$ 5,333			\$ 5,333			\$ 4,000		\$ 20,874

Task 2: Collect/Analyze Dose Distributions			Nov. 1, 2010 - Jan. 18, 2011			Jan. 19, 2011 - Jan 18, 2012			Jan. 19, 2012 - Jan 18, 2013			Jan. 19, 2013 - Oct. 31, 2013			GRAND TOTAL	
CLIN	Labor Category	Contractor's GSA Labor Category	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Total
008	Principal Investigator	Subject Matter Expert	7	\$ 189.78	\$ 1,328	28	\$ 195.93	\$ 5,486	28	\$ 202.28	\$ 5,664	7	\$ 208.83	\$ 1,462	70	13,940
009	Asst. Principal Investigator	Sr. Manager	16	\$ 158.17	\$ 2,531	64	\$ 163.29	\$ 10,451	64	\$ 168.58	\$ 10,789	16	\$ 174.04	\$ 2,785	160	26,556
010	Sr. Technical Staff	Technical Expert	10	\$ 139.38	\$ 1,394	40	\$ 143.90	\$ 5,756	40	\$ 148.56	\$ 5,942	10	\$ 153.37	\$ 1,534	100	14,626
011	Technical Staff	Technical Staff	5	\$ 117.51	\$ 588	20	\$ 121.32	\$ 2,426	20	\$ 125.25	\$ 2,505	5	\$ 129.31	\$ 647	50	6,166
012	Jr. Technical Staff	Jr. Researcher	20	\$ 49.91	\$ 998	80	\$ 51.53	\$ 4,122	80	\$ 53.20	\$ 4,256	20	\$ 54.92	\$ 1,098	200	10,474
013	Secretary	Clerical	10	\$ 48.39	\$ 484	40	\$ 49.96	\$ 1,998	40	\$ 51.58	\$ 2,063	10	\$ 53.25	\$ 533	100	5,078
TOTAL ESTIMATE					\$ 7,323		\$ 30,239		\$ 31,219		\$ 8,059		\$ 78,840			

Task 3: Update Reports			Nov. 1, 2010 - Jan. 18, 2011			Jan. 19, 2011 - Jan 18, 2012			Jan. 19, 2012 - Jan 18, 2013			Jan. 19, 2013 - Oct. 31, 2013			GRAND TOTAL	
CLIN	Labor Category	Contractor's GSA Labor Category	Est.	Labor Rate	Total	Est.	Labor Rate	Total	Est.	Labor Rate	Total	Est.	Labor Rate	Total	Est. Hours	Total
			Hours			Hours			Hours			Hours				
014	Principal Investigator	Subject Matter Expert	7	\$ 189.78	\$ 1,328	28	\$ 195.93	\$ 5,486	28	\$ 202.28	\$ 5,664	7	\$ 208.83	\$ 1,462	70	13,940
015	Asst. Principal Investigator	Sr. Management	19	\$ 158.17	\$ 3,005	76	\$ 163.29	\$ 12,410	76	\$ 168.58	\$ 12,812	19	\$ 174.04	\$ 3,307	190	31,534
016	Sr. Technical Staff	Technical Expert	5	\$ 139.38	\$ 697	20	\$ 143.90	\$ 2,878	20	\$ 148.56	\$ 2,971	5	\$ 153.37	\$ 767	50	7,313
017	Technical Staff	Technical Staff	5	\$ 117.51	\$ 588	20	\$ 121.32	\$ 2,426	20	\$ 125.25	\$ 2,505	5	\$ 129.31	\$ 647	50	6,166
018	Jr. Technical Staff	Jr. Researcher	10	\$ 49.91	\$ 499	40	\$ 51.53	\$ 2,061	40	\$ 53.20	\$ 2,128	10	\$ 54.92	\$ 549	100	5,237
019	Secretary	Clerical	10	\$ 48.39	\$ 484	40	\$ 49.96	\$ 1,998	40	\$ 51.58	\$ 2,063	10	\$ 53.25	\$ 533	100	5,078
TOTAL ESTIMATE					\$ 6,601		\$ 27,259		\$ 28,143		\$ 7,265		\$ 69,268			

Task 4: Analyze Potential Impacts			Nov. 1, 2010 - Jan. 18, 2011			Jan. 19, 2011 - Jan 18, 2012			Jan. 19, 2012 - Jan 18, 2013			Jan. 19, 2013 - Oct. 31, 2013			GRAND TOTAL	
CLIN	Labor Category	Contractor's GSA Labor Category	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Total
020	Principal Investigator	Subject Matter Expert	7	\$ 189.78	\$ 1,328	28	\$ 195.93	\$ 5,486	28	\$ 202.28	\$ 5,664	7	\$ 208.83	\$ 1,462	70	13,940
021	Asst. Principal Investigator	Sr. Management	19	\$ 158.17	\$ 3,005	76	\$ 163.29	\$ 12,410	76	\$ 168.58	\$ 12,812	19	\$ 174.04	\$ 3,307	190	31,534
023	Sr. Technical Staff	Technical Expert	19	\$ 139.38	\$ 2,648	76	\$ 143.90	\$ 10,936	76	\$ 148.56	\$ 11,291	19	\$ 153.37	\$ 2,914	190	27,789
024	Technical Staff	Technical Staff	0	\$ 117.51	\$ -	0	\$ 121.32	\$ -	0	\$ 125.25	\$ -	0	\$ 129.31	\$ -	0	0
025	Jr. Technical Staff	Jr. Researcher	10	\$ 49.91	\$ 499	40	\$ 51.53	\$ 2,061	40	\$ 53.20	\$ 2,128	10	\$ 54.92	\$ 549	100	5,237
026	Secretary	Clerical	10	\$ 48.39	\$ 484	40	\$ 49.96	\$ 1,998	40	\$ 51.58	\$ 2,063	10	\$ 53.25	\$ 533	100	5,078
TOTAL ESTIMATE					\$ 7,964		\$ 32,891			\$ 33,958		\$ 8,765		\$ 83,578		

Task 5: Operating Reactors - Expand Data Collection			Nov. 1, 2010 - Jan. 18, 2011			Jan. 19, 2011 - Jan 18, 2012			Jan. 19, 2012 - Jan 18, 2013			Jan. 19, 2013 - Oct. 31, 2013			GRAND TOTAL	
CLIN	Labor Category	Contractor's GSA Labor Category	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Total
027	Principal Investigator	Subject Matter Expert	7	\$ 189.78	\$ 1,328	28	\$ 195.93	\$ 5,486	28	\$ 202.28	\$ 5,664	7	\$ 208.83	\$ 1,462	70	13,940
028	Asst. Principal Investigator	Sr. Management	4	\$ 158.17	\$ 633	16	\$ 163.29	\$ 2,613	16	\$ 168.58	\$ 2,697	4	\$ 174.04	\$ 696	40	6,839
029	Sr. Technical Staff	Technical Expert	10	\$ 139.38	\$ 1,394	40	\$ 143.90	\$ 5,756	40	\$ 148.56	\$ 5,942	10	\$ 153.37	\$ 1,534	100	14,626
030	Technical Staff	Technical Staff	0	\$ 117.51	\$ -	0	\$ 121.32	\$ -	0	\$ 125.25	\$ -	0	\$ 129.31	\$ -	0	0
031	Jr. Technical Staff	Jr. Researcher	10	\$ 49.91	\$ 499	40	\$ 51.53	\$ 2,061	40	\$ 53.20	\$ 2,128	10	\$ 54.92	\$ 549	100	5,237
032	Secretary	Clerical	10	\$ 48.39	\$ 484	40	\$ 49.96	\$ 1,998	40	\$ 51.58	\$ 2,063	10	\$ 53.25	\$ 533	100	5,078
TOTAL ESTIMATE					\$ 4,338	\$ 17,914			\$ 18,494			\$ 4,774			\$ 45,520	

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#### A.4 PRICE SCHEDULE

Task 6: Operating Reactors - Update NUREG/CR-6112			Nov. 1, 2010 - Jan. 18, 2011			Jan. 19, 2011 - Jan 18, 2012			Jan. 19, 2012 - Jan 18, 2013			Jan. 19, 2013 - Oct. 31, 2013			GRAND TOTAL	
CLIN	Labor Category	Contractor's GSA Labor Category	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Labor Rate	Total	Est. Hours	Total
033	Principal Investigator	Subject Matter Expert	0	\$ 189.78	\$ -	0	\$ 195.83	\$ -	0	\$ 202.28	\$ -	80	\$ 208.83	\$ 16,706	80	16,706
034	Asst. Principal Investigator	Sr. Management	0	\$ 158.17	\$ -	0	\$ 163.29	\$ -	0	\$ 168.58	\$ -	40	\$ 174.04	\$ 6,962	40	6,962
035	Sr. Technical Staff	Technical Expert	0	\$ 138.38	\$ -	0	\$ 143.90	\$ -	0	\$ 148.56	\$ -	100	\$ 153.37	\$ 15,337	100	15,337
036	Technical Staff	Technical Staff	0	\$ 117.51	\$ -	0	\$ 121.32	\$ -	0	\$ 125.25	\$ -	0	\$ 129.31	\$ -	0	0
037	Jr. Technical Staff	Jr. Researcher	0	\$ 49.81	\$ -	0	\$ 51.53	\$ -	0	\$ 53.20	\$ -	50	\$ 54.92	\$ 2,746	50	2,746
038	Secretary	Clerical	0	\$ 48.39	\$ -	0	\$ 49.96	\$ -	0	\$ 51.58	\$ -	100	\$ 53.25	\$ 5,325	100	5,325
TOTAL ESTIMATE				\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 47,076	\$ 47,076		\$ 47,076

#### Task 7: Provide Monthly Report

CLIN	Item	Estimated Qty	Fixed Price	Total
039	Monthly Report	36	\$ 520.00	\$ 18,720
TOTAL ESTIMATE				\$ 18,720

TOTAL ALL TASKS + TRAVEL COSTS: \$ 361,876



**Attachment 3**

**Subpart 2009.5 Organizational Conflicts of Interest**

**§2009.500 Scope of subpart.**

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

**§2009.570 NRC organizational conflicts of interest.**

**§2009.570-1 Scope of policy.**

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

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

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

**§2009.570-2 Definitions.**

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

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

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

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

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

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

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

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

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

(1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or

(2) Must be reported to the contracting officer for investigation if they arise during contract performance.

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

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

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

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

(a) General.

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

personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

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

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

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

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

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

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

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

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

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

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

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

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting

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

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

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

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

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

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

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

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

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

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

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

(d) Other considerations.

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

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

**§2009.570-4 Representation.**

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

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

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

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

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

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

**§2009.570-5 Contract clauses.**

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

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may

negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

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

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

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

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

**§2009.570-7 Conflicts identified after award.**

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

**§2009.570-8 Subcontracts.**

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

**§2009.570-9 Waiver.**

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

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

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
- (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.
- (c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

**§2009.570-10 Remedies.**

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