

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1 78		
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-HQ-11-C-04-0012		3. EFFECTIVE DATE 01/03/2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-11-077 12/16/2010			
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	6. ADMINISTERED BY (if other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  DADE MOELLER & ASSOCIATES, INC.  1835 TERMINAL DR STE 200  RICHLAND WA 993544958				8. DELIVERY  <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)  9. DISCOUNT FOR PROMPT PAYMENT  10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE: DUNS NO.: 928304120		FACILITY CODE		11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555			
CODE		12. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230		CODE 3100			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				14. ACCOUNTING AND APPROPRIATION DATA 2011-60-11-7-184, N6851, 252A, 31X0200.160, NAICS Code: 541690 Amount Obligated: \$200,000.00; FFS Commit#: 110876			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	The purpose of this contract titled, "Technical Support for Revision of Regulatory Guides" is to incorporate existing technical information into the proposed Regulatory Guide Provisions as specified in Section C - Statement of Work.  The NRC will request the work through the issuance of of task orders during the ordering period as specified in Section G of the contract.  Period of Perf.: 1/3/2011-1/2/2014 & Three One-Year Option Periods						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$5,576,575</b>	
<b>16. TABLE OF CONTENTS</b>							
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
	C	DESCRIPTION/SPECS. WORK STATEMENT			J	LIST OF ATTACHMENTS	
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	H	SPECIAL CONTRACT REQUIREMENTS					

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 02 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract; (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Glenn S. Caprio, CFO		20A. NAME OF CONTRACTING OFFICER Monique B. Williams Contracting Officer	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
19C. DATE SIGNED 1/11/11		20C. DATE SIGNED 1/16/2011	

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**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

**JAN 12 2011**

**ADM002**

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

The title of this project is as follows: "Technical Support for Revision of Regulatory Guides."

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)**

(a) Brief description of work: The objective is to provide technical support to incorporate existing technical information into the proposed Regulatory Guide revisions, support presentations (e.g., public meetings, ACRS, and CRGR), respond to comments (from the public, CRS, and CRGR), and provide additional technical support as needed.

**B.3 CONTRACT TYPE AND SERVICES**

This is an Indefinite Quantity Contract (IQC). The Government will issue Cost-Plus-Fixed-Fee (CPFF) task orders. Task orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The Contractor must perform the services set forth in task orders at prices consistent with section B of this contract. Cost type task orders must indicate if they are completion or term form as defined in FAR 16.306.

**B.4 MINIMUM OBLIGATED AMOUNT**

The basic contract includes an initial obligation of funds in the amount of \$100,000 to cover the minimum order guarantee. NRC is required to order and the Contractor is required to furnish the minimum order amount of services. NRC will satisfy its minimum order guarantee with award of the first task order, simultaneously awarded with this contract award. Following this initial obligation, individual task orders will obligate funds to cover the work required under that task order.

**B.5 MAXIMUM CONTRACT CEILING**

This is a multiple award Indefinite Quantity Contract (IQC) with an overall ceiling price of \$5,576,575. The maximum aggregate dollar value of task orders awarded cannot exceed the contract ceiling. See Section G Ordering Procedures for additional information.

**B.6 ESTIMATED COST, FIXED FEE PAYMENT, & CEILING ON THE FIXED FEE**

(a) The Total Estimated Cost-Plus-Fixed-Fee (CPFF) for each task order must be negotiated in accordance with the terms of the IQC contract. In no event may the indirect rates or fixed fee for a task order exceed the ceilings set forth in the IQC contract. All costs must be limited to reasonable, allocable, and allowable costs determined in accordance with Federal Acquisition Regulation (FAR) 52.216-7.

b) *Fixed Fee Payment.* For any CPFF task order issued under this contract, at the time of each payment of allowable costs to the Contractor, the NRC paying office ordinarily pays the Contractor a percentage of fixed fee that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

(1) If the Project Officer and the Contracting Officer determine that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor has completed, then the Project Officer and the Contracting Officer may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.

(2) The clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this contract. The terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

(c) The total estimated contract cost is: \$5,576,575.00

(d) For each CPFF task order issued under this IQC, the fixed fee is: 6%

**B.7 PRICE/COST SCHEDULE**

<u>Cost Elements</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL</u>
Total Direct Labor							
Salary and Wages	\$						
Fringe Benefits	\$						
Consultants	\$						
Subcontract - Beckman	\$						
Subcontract - Jupiter	\$						
Subcontract - Numark	\$						
Travel and Per Diem	\$						
Other Direct Costs	\$						
Overhead	\$						
G&A	\$						
G&A on ODCs/Mat	\$						
Subcontractor Handling	\$						
<b>TOTAL ESTIMATED COST</b>	\$						
Fixed Fee	\$						
<b>TOTAL COST PLUS FIXED FEE</b>	\$						

*Travel Costs - The government will pay up to the rates specified in the Government Federal Travel Regulation (FTR) for travel destinations. Hotel reservations will be made by the contractor and the contractor will be reimbursed for actual costs only. Back-up documentation/receipts must be included with the monthly invoice submission.*

**B.7 INDIRECT COSTS AND ADVANCED UNDERSTANDING ON CEILINGS**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases for prime contractors and their major subcontractors ("major subcontractors" are those subcontractors expected to perform at least 20 percent of the technical effort or provide the professional expertise for any particular sector of the contract Statement of Work (SOW), even if the sector is expected to be less than 20 percent of the effort under the contract):

## Year 1

Offeror	Fringe Benefit Rate	Fringe Costing Rate	Overhead Rate	Overhead Costing Rate	G&A Rate	G&A Costing Rate %
PRIME						

## Year 2

Offeror	Fringe Benefit Rate	Fringe Costing Rate	Overhead Rate	Overhead Costing Rate	G&A Rate	G&A Costing Rate %
PRIME						

## Year 3

Offeror	Fringe Benefit Rate	Fringe Costing Rate	Overhead Rate	Overhead Costing Rate	G&A Rate	G&A Costing Rate %
PRIME						

## Year 4

Offeror	Fringe Benefit Rate	Fringe Costing Rate	Overhead Rate	Overhead Costing Rate	G&A Rate	G&A Costing Rate %
PRIME						

## Year 5

Offeror	Fringe Benefit Rate	Fringe Costing Rate	Overhead Rate	Overhead Costing Rate	G&A Rate	G&A Costing Rate %
PRIME						

\*Special Note: The un-shaded columns in the indirect cost table below are the current approved indirect cost rates for the prime and major subcontractor(s).

**PRIME**

Description	Type of Rate	Base	Type	Period
1/Fringe Benefits		Total Labor Dollars	Indirect	Annual
2/Onsite Overhead		Total On-Site Direct Labor Dollars	Indirect	Annual
2/Offsite Overhead		Total Off-Site Direct Labor Dollars	Indirect	Annual
3/G&A		Total Cost Input less & Subcontractor	Indirect	Annual
4/Subcontractor Handling		Direct Subcontractor Expense	Indirect	Annual

The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer. In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of ceiling rates specified above. The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.



**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****Technical Support for Revision of Regulatory Guides****1.1 BACKGROUND**

In 2007, the U.S. Nuclear Regulatory Commission (NRC) initiated a program to update selected Regulatory Guides. Some of these Regulatory Guides have not been updated in decades. Because the Regulatory Guides provide industry with a means of complying with the NRC regulations, it is more efficient for both the NRC and industry to use a set of Regulatory Guides that are consistent with current regulations. The Office of Nuclear Regulatory Research (RES) coordinated with the other Program Offices (the Office of Nuclear Reactor Regulation (NRR), Office of New Reactors (NRO), Nuclear Material Safety and Safeguards (NMSS), and Office of Federal and State Materials and Environmental Management Programs (FMSE)) to commonly prioritize and align the Regulatory Guides based on the anticipated need for an updated version. There are currently 426 active Regulatory Guides or Regulatory Guides to be developed. Of these 426 Regulatory Guides, an estimated 51 are in need of technical support for revision. After this initial effort, the Regulatory Guides will be reviewed periodically to determine whether they need revision and whether they require contractor support.

The work would include using existing technical information (such as state-of-the-art methods and techniques, consensus codes and standards) to provide the technical basis used to update the proposed Regulatory Guides, support presentations (e.g., public meetings, Advisory Committee for Reactor Safeguards (ACRS), and the Committee to Review Generic Requirements (CRGR)), respond to comments (from the public, ACRS, and CRGR), and provide additional technical support to bring together the technical basis, as needed.

**1.2 OBJECTIVE**

The objective is to provide technical support to incorporate existing technical information into the proposed Regulatory Guide revisions, support presentations (e.g., public meetings, ACRS, and CRGR), respond to comments (from the public, ACRS, and CRGR), and provide additional technical support as needed. (It should be noted that "Regulatory Guide revisions" (and similar wording) in this statement of work also includes the development of new Regulatory Guides.)

**1.3 SCOPE**

The Regulatory Guides are divided into two groups. The first group is composed of an estimated 52 Regulatory Guides that need to be revised. (The current list of Regulatory Guides is shown in Table A and the Regulatory Guides are publicly available at NRC's website

<http://www.nrc.gov/reading-rm/doc-collections/reg-guides/>, however, this list is updated on an ongoing basis.)

The second group is all Regulatory Guides that will be periodically reviewed and revised in subsequent years. It is envisioned that all Regulatory Guides will be reviewed for currency every 5 years. From the contractor's perspective, this second group consists of those the NRC staff identifies as needing contractor support to develop the technical basis for the revision.

Each task order will consist of three basic tasks for each Regulatory Guide: (1) a kick-off meeting, (2) develop the draft technical basis report, and (3) finalize the technical basis report. The technical basis report will be developed in the NUREG/CR format. This technical support includes evaluating existing technical information to support the Regulatory Guide revision; making presentations (e.g., ACRS, CRGR, at public meetings); responding to questions (e.g., from ACRS, CRGR, public comments); and providing adequate documentation to support the revision of the Regulatory Guides.

Identify Necessary Technical Information to Revise the Regulatory Guide

The contractor shall identify the specific technical information needed to support NRC's Regulatory Guide revisions. The amount and specifics of the assistance needed will vary between Regulatory Guides. The NRC Technical Lead for the particular Regulatory Guide will identify the technical support needed. The NRC Project Manager will identify for the contractor the NRC Technical Lead for each Regulatory Guide needing technical support. The NRC and the contractor will develop an acceptable level of effort and schedule for completion of each Regulatory Guide revision for incorporation into the contract. The contractor will provide the technical information to support revision of the Regulatory Guides on a schedule identified by the NRC Project Manager. The Regulatory Guide technical support information shall be provided individually as a technical report (NUREG/CR report) in hard copy and as a Word file (and an Excel file, as appropriate), or other formats as agreed to.

Support the Solicitation and Resolution of Public Comments

The contractor will support the NRC in conducting facilitated public workshops and meetings arranged by the NRC to solicit and resolve comments on the proposed Regulatory Guide revisions.

If the NRC determines it necessary, these workshops and/or meetings may be transcribed by an NRC-provided court reporter. In addition to resolving comments received during workshops or meetings, the contractor will assist in the assessment and resolution of comments received via any other method such as notification and request for public comments via NRC's website and/or the Federal Register.

Provide Draft and Final Written Technical Reports

The technical report shall contain a table for each document (reference, guidance document (except other Regulatory Guides), code, and standard) that is proposed to be replaced with an updated version. This table shall compare all of the items (tables, charts, features, requirements, criteria, guidance, etc.) in the original document and the proposed, updated document. The contractor shall provide a discussion for each item as to its applicability and acceptability. The discussion on acceptability shall include, but is not limited to, an assessment of the effect of adding or reducing conservatism, or increasing or decreasing safety or safety margin.

The contractor will provide draft and final written technical reports. Sufficient technical information, rationale, and analysis shall be provided to support an independent assessment of the technical basis for the proposed revisions to Regulatory Guides, and disposition of comments received. After NRC concurrence, the contractor shall draft the technical basis for the revision of the Regulatory Guide in a technical basis report as a NUREG/CR (in the NUREG report format) for the development of the revised Regulatory Guide. This report shall include a discussion of the work performed; proposed regulatory positions; a regulatory analysis; the rationale for all positions, modifications, and additions proposed; and all supporting tables, lists, figures, and appendices. The report shall be sufficiently complete that someone not familiar with the work can follow the discussion, understand the basis and rationale, and reach the same conclusions. The regulatory analysis shall conform to the guidance specified in NUREG/BR-0058, Revision 4, "Regulatory Analysis Guidelines of the U.S. Nuclear Regulatory Commission."

The contractor shall prepare the technical basis report (in the NUREG report format) in accordance with the Presidential memorandum on plain language (63 FR 31883, June 10, 1998). Preparation of the technical basis shall include a "Level 2" technical edit to correct the following problems:

- Misspelled words
- Subject/verb disagreement
- Incomplete sentences
- Punctuation errors
- Typographical errors
- Poor word choices or usage
- Poor syntax

- Overuse of the passive voice
- Faulty parallelisms
- Misplaced modifiers
- Incomplete comparisons
- Inconsistent/incorrect use of symbols, terms, acronyms, and/or abbreviations
- Wordiness
- Overly complex sentences
- Errors in figures and tables, including inconsistencies with the text
- Use of references not available in the public domain

The contractor shall submit the draft report for review by the NRC staff. The staff review is expected to typically take 3 weeks. Upon receipt of NRC comments, the contractor shall revise the draft report and resubmit the draft report within 30 days.

#### 1.4 TECHNICAL AND OTHER QUALIFICATIONS REQUIRED

Personnel identified for this contract must be recognized technical subject matter experts in each area covered by the NRC Regulatory Guides. Technical subject matter experts are identified as individuals regarded so by their peers and management and perhaps by national and international experts in the field based on their relevant education, training, experience, numerous related publications and presentations, and other activities such as participation in related and relevant professional society activities (e.g., participation in the development of the consensus codes and standards, professional journal editing and publication).

The contractor shall provide the technical support required to update the Regulatory Guides. The contractor and all personnel identified for this contract must be free of the appearance of any conflict of interest. Personnel must have demonstrated the capability to deal with complex technical issues and to identify innovative approaches to regulatory issues. The key personnel will be responsible for overall task performance and interfacing with the NRC Project Manager. Key personnel include those personnel proposed by the contractor whose replacement, as viewed by the NRC, would adversely affect the technical basis report. Generally, key personnel would be those with the highest relevant education, most published, most awarded, most certified, etc. or some combination thereof. Subject matter experts are key personnel.

#### 1.5 PERIOD OF PERFORMANCE

See Section F.

#### 1.6 MEETINGS AND TRAVEL

Trips to NRC Headquarters are anticipated to attend meetings with staff, ACRS, and CRGR. For estimating purposes, a total of eight trips per Regulatory Guide are expected for public meetings or to the NRC for a staff person to present the results, respond to questions, and participate in discussions in 1-day meetings.

#### 1.7 SUBCONTRACTS

For each subcontractor proposed by the contractor, the contractor must identify in the proposal the necessity of subcontracting, the work the subcontractor or consultant will perform, the level of effort proposed for the subcontract effort, the status and expected time frame for selection. After contract award, subcontract approval will be in accordance with FAR Subpart 44.

#### 1.8 SCHEDULE AND DELIVERABLES

Table A - Potential Regulatory Guides for Revision

	No.	Title
1	1.25	Assumptions Used for Evaluating the Potential Radiological Consequences of a Fuel Handling Accident in the Fuel Handling and Storage Facility for Boiling and Pressurized Water Reactors
2	1.111	Methods for Estimating Atmospheric Transport and Dispersion of Gaseous Effluents in Routine Releases from Light-Water-Cooled Reactors
3	1.179	Standard Format and Content of License Termination Plans for Nuclear Power Reactors
4	2.2	Development of Technical Specifications for Experiments in Research Reactors
5	2.3	Quality Verification for Plate-Type Uranium-Aluminum Fuel Elements for Use in Research Reactors
6	2.4	Review of Experiments for Research Reactors
7	2.5	Quality Assurance Program Requirements for Research Reactors
8	2.6	Emergency Planning for Research and Test Reactors
9	3.6	Content of Technical Specifications for Fuel Reprocessing Plants
10	3.7	Monitoring of Combustible Gases and Vapors in Plutonium Processing and Fuel Fabrication Plants
11	3.10	Liquid Waste Treatment System Design Guide for Plutonium Processing and Fuel Fabrication Plants
12	3.18	Confinement Barriers and Systems for Fuel Reprocessing Plants
13	3.19	Reporting of Operating Information for Fuel Reprocessing Plants
14	3.20	Process Offgas Systems for Fuel Reprocessing Plants
15	3.21	Quality Assurance Requirements for Protective Coatings Applied to Fuel Reprocessing and to Plutonium Processing and Fuel Fabrication Plants
16	3.22	Periodic Testing of Fuel Reprocessing Plant Protection System Actuation Functions
17	3.26	Standard Format and Content of Safety Analysis Reports for Fuel Reprocessing Plants
18	3.27	Nondestructive Examination of Welds in the Liners of Concrete Barriers in Fuel Reprocessing Plants
19	3.28	Welder Qualification for Welding in Areas of Limited Accessibility in Fuel Reprocessing Plants and in Plutonium Processing and Fuel Fabrication Plants
20	3.29	Preheat and Interpass Temperature Control for the Welding of Low-Alloy Steel for Use in Fuel Reprocessing Plants and in Plutonium Processing and Fuel Fabrication Plants
21	3.30	Selection, Application, and Inspection of Protective Coatings (Paints) for Fuel Reprocessing Plants
22	3.32	General Design Guide for Ventilation Systems for Fuel Reprocessing Plants
23	3.37	Guidance for Avoiding Intergranular Corrosion and Stress Corrosion in Austenitic Stainless Steel Components of Fuel Reprocessing Plants

	No	Title
24	3.39	Standard Format and Content of License Applications for Plutonium Processing and Fuel Fabrication Plants
25	3.40	Design Basis Floods for Fuel Reprocessing Plants and for Plutonium Processing and Fuel Fabrication Plants
26	3.55	Standard Format and Content for the Health and Safety Sections of License Renewal Applications for Uranium Hexafluoride Production
27	3.61	Standard Format and Content for a Topical Safety Analysis Report for a Spent Fuel Dry Storage Cask
28	3.62	Standard Format and Content for the Safety Analysis Report for Onsite Storage of Spent Fuel Storage Casks
29	3.63	Onsite Meteorological Measurement Program for Uranium Recovery Facilities - Data Acquisition and Reporting
30	3.64	Calculation of Radon Flux Attenuation by Earthen Uranium Mill Tailings Covers
31	3.69	Topical Guidelines for the Licensing Support Network
32	5.3	Statistical Terminology and Notation for Special Nuclear Materials Control and Accountability
33	5.8	Design Considerations for Minimizing Residual Holdup of Special Nuclear Material in Drying and Fluidized Bed Operations
34	5.15	Tamper-Indicating Seals for the Protection and Control of Special Nuclear Material
35	5.18	Limit of Error Concepts and Principles of Calculation in Nuclear Materials Control
36	5.25	Design Considerations for Minimizing Residual Holdup of Special Nuclear Material in Equipment for Wet Process Operations
37	5.26	Selection of Material Balance Areas and Item Control Areas
38	5.28	Evaluation of Shipper-Receiver Differences in the Transfer of Special Nuclear Materials
39	5.34	Nondestructive Assay for Plutonium in Scrap Material by Spontaneous Fission Detection
40	5.36	Recommended Practice for Dealing With Outlying Observations
41	5.42	Design Considerations for Minimizing Residual Holdup of Special Nuclear Material in Equipment for Dry Process Operations
42	5.49	Internal Transfer of Special Nuclear Material
43	5.51	Management Review of Nuclear Material Control and Accounting Systems
44	5.57	Shipping and Receiving Control of Strategic Special Nuclear Material
45	6.6	Acceptance Sampling Procedures for Exempted and Generally Licensed Items Containing Byproduct Material
46	7.6	Design Criteria for the Structural Analysis of Shipping Cask Containment Vessels
47	7.11	Fracture Toughness Criteria of Base Material for Ferritic Steel Shipping Cask Containment Vessels with a Maximum Wall Thickness of 4 Inches (0.1 m)
48	8.5	Criticality and Other Interior Evacuation Signals

	No.	Title
49	8.8	Information Relevant to Ensuring that Occupational Radiation Exposures at Nuclear Power Stations Will Be as Low as Is Reasonably Achievable
50	8.24	Health Physics Surveys During Enriched Uranium-235 Processing and Fuel Fabrication
51	1.13	Spent Fuel Storage Facility Design Basis
52		Soluble Uranium Exposure Criteria

**SECTION D - PACKAGING AND MARKING****D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES—COST-REIMBURSEMENT	APR 1984

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination. The Project Officer identified in Section G has delegated authority to inspect and accept all services, reports, and deliverables required by the basic IDIQ. The Project Officer identified in the individual task order (if different from the Project Officer stated in Section G) has delegated authority to inspect and accept all services, reports, and deliverables required by the task order.



**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

**F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)**

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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

(a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;

(b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

**F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

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

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

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

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

## F.5 DELIVERY SCHEDULE

The delivery schedule will be stated defined in the individual task orders.

## F.6 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 (02 copies)

Name: Ms. Harriet Karagiannis

Address: U.S. Nuclear Regulatory Commission  
RES/DE/RGDB  
Mail Stop: C2A07M  
Washington, DC 20555-0001

E-mail: [harriet.karagiannis@nrc.gov](mailto:harriet.karagiannis@nrc.gov)

(b) Contracting Officer (1 copy)

Name: Ms. Monique Williams

Address: U.S. Nuclear Regulatory Commission  
ADM/DC/RRG  
Mail Stop: TWB-01-B10M  
Washington, DC 20555-0001

## F.7 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The Period of Performance for this contract is five (5) years. The effective date of the initial base period is January 3, 2011 through January 2, 2014; with two one-year option periods. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional six (6) months as authorized under FAR Clause 52.217-8.

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

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

Name: Harriet Karagiannis

Address: U.S. Nuclear Regulatory Commission  
RES/DE/RGDB  
Mail Stop: C2A07M  
Washington, DC 20555-0001

Telephone Number: (301) 251-7477

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

- (a) All 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. Travel will be in accordance with the US Government Travel Regulations at: [www.gsa.gov/federaltravelregulation](http://www.gsa.gov/federaltravelregulation) and the per diem rates set forth at: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).
- (b) The contractor must receive advance written approval from the NRC Project Officer before traveling.
- (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.

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

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

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

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

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be

required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

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

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

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

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

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

#### **G.5 ORDERING PROCEDURES (MAY 1991)**

(a) In addition to the contracting officer, contract specialist, and project officer, the following individuals are authorized to issue delivery orders under this contract:

**NONE**

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.



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

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

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information

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

- (i) Use this information for any private purpose until the information has been released to the public;
- (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
- (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
- (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

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

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

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

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that

necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

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

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

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

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

## H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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



***\*Individual Task Orders Will State Key Personnel Designated Under the Task Order.\****

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.

### **H.3 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (AUG 2007)**

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

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

### **H.4 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (OCT 1999)**

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

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

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

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

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

(1) Issues involving allegations of wrongdoing that should be appropriately addressed directly to the NRC Office of the Inspector General (OIG);

(2) Issues submitted anonymously. However, safety significant issues that are submitted anonymously should be addressed under NRC's Allegation Program which can be found at: [http://www.nrc.gov/about-nrc/regulatory/allegations\\_resp.html](http://www.nrc.gov/about-nrc/regulatory/allegations_resp.html)

(3) Issues that are deemed to be frivolous or otherwise not in accordance with the guidance included in NRC Management Directive (MD) 10.159, "The NRC Differing Professional Opinions Program," which can be found at: [http://www.nrc.gov/reading\\_rm/doc\\_collections/management\\_directives/volumes/vol\\_10.html](http://www.nrc.gov/reading_rm/doc_collections/management_directives/volumes/vol_10.html)

(4) Issues that have already been considered, addressed, or rejected by the NRC under these procedures, absent significant new information;

(5) Issues that are considered premature because they are still under staff review by the NRC.

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

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

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

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

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment of the consequences should the submitter's position not be adopted by NRC.

(4) References to, or copies of, relevant documents.

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

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

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

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

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

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

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

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

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

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

#### **H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

The Government will not provide any equipment/property under this contract.

#### **H.6 SEAT BELTS**

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

#### **H.7 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## **H.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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 Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, [www.uscis.gov](http://www.uscis.gov).

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.

## **H.9 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (JUL 2007)**

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/Contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each security clearance Contractor, subcontractor employee and consultant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven years; (c) record of any military courts-martial charges and proceedings in the last seven years and courts-martial convictions in the last ten years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven years; (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two copies of the signed interview record or review will be supplied to FSB/DFS with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A Contractor employee shall not have access to classified information until he/ she is granted a security clearance by FSB/DFS, based on a favorably adjudicated investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

The Contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the PO to FSB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until FSB/DFS has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on FSB/DFS review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204 70 cleared Contractors shall be subject to the attached NRC Form 187 (See, Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

#### CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she can immediately contact FSB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment

of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

(End of Clause)

#### **H.10 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

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

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

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

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

#### **H.11 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

##### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose



the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) **Identification/Marking of Sensitive Unclassified and Safeguards Information.** The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/ grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOUO-Allegation Information@ or AOUO-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) **Remedies.** In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

## **H.12 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.

**H.13 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)

**H.14 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.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-8	FIXED-FEE	MAR 1997
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25A	PROMPT PAYMENT	OCT 2008
52.232-33	ALTERNATE I (FEB 2002) PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.243-2	CHANGES-COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JUNE 2007)	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

### (a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

### (b) Reimbursing costs.

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

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

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

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

- (1) In accordance with the terms and conditions of a subcontract or invoice; and
  - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
  - (D) Direct travel;
  - (E) Other direct in-house costs; and
  - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless:
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
  - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

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

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

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

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

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

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

### **I.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 3, 2011 through January 2, 2014.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

#### **I.6 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

#### **I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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



**I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and 6 months.

**I.9 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

**I.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond April 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond April 2011 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.11 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 23, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

## I.12 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

- (1) The subcontracted supplies or services were obtainable from other sources;
- (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

**I.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

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

**SECTION J - LIST OF ATTACHMENTS**

1. Cost Reimbursement Billing Instructions
2. Small Business Subcontracting Plan

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT 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 for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

**Number of Copies:** A signed original and supporting documentation 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 capital 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 capital 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 the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

## **BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)**

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

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

**Task Ordering Contracts:** If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

**Fee Recovery Billings:** Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided (see Attachment 1). The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)**

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

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

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

**Supersession:** These instructions supersede any previous billing instructions.

R:\txtselden\billing instructions CR revised 2008



**ATTACHMENT 1  
TO BILLING INSTRUCTIONS**

**(SAMPLE FORMAT)**

**COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)  
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL**

**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.  
Task Order No. Insert the task order number (If Applicable).
- 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, year) of the period during which costs were incurred and for which reimbursement is claimed.

**ATTACHMENT 1  
TO BILLING INSTRUCTIONS**

**(SAMPLE FORMAT)**

**COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)  
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL**

g. Direct Costs - Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

- (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

<u>Labor</u>	<u>Hrs.</u>			<u>Cumulative</u>
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Hrs. Billed</u>

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

- (3) 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.

- (4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, 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.

- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

- (7) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
<u>From</u>	<u>To</u>	<u>\$</u>

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.

**ATTACHMENT 1  
TO BILLING INSTRUCTIONS**

**(SAMPLE FORMAT)**

**COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)  
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL**

h. Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.

i. Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

The contractor may bill for fixed fee only up to 85% of total fee.

j. Total Amount Billed. Insert the total amounts claimed for the current and cumulative periods.

k. Adjustments. For cumulative amount, include outstanding suspensions.

l. Grand Totals.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

**3. Sample Voucher Information**

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

Amount Billed  
Current Period Cumulative

(a) Direct Costs

- (1) Direct labor\*.....
- (2) Fringe benefits ( % if computed as percentage).....
- (3) Capitalized non-expendable equipment (\$50,000 or more - see 1. instructions)\*.....
- (4) Non-capitalized equipment, materials, and supplies.....
- (5) Premium pay (NRC approved overtime).....
- (6) Consultants\*.....
- (7) Travel\*.....
- (8) Subcontracts\*.....
- (9) Other costs\*.....

Total Direct Costs

**ATTACHMENT 1  
TO BILLING INSTRUCTIONS**

**(SAMPLE FORMAT)**

**COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)  
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL**

(b) Indirect Costs

(A) Overhead \_\_\_ % of  
\_\_\_\_\_ (Indicate Base).....

(c) Fixed-Fee (Cite Formula).....

(d) Total Amount Billed.....

(e) Adjustments.....

(f) Grand Totals.....

\* (Requires Supporting Information -- See Sample below)

**SAMPLE SUPPORTING INFORMATION**

1) Direct Labor - \$2400

Labor Category	Hours Billed	Rate	Cumulative Total	Hrs. Billed
Senior Engineer I	100	\$14.00	\$1400	975
Engineer	50	\$10.00	\$ 500	465
Computer Analyst	100	\$ 5.00	\$ 500	320
			<u>\$2400</u>	

3) Capitalized Non-Expendable Equipment

Prototype Spectrometer - item number 1000-01 \$60,000

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @ \$150.00 = \$900.00  
\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100  
(This was approved by NRC in letter dated 6/1/08)

6) Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

**ATTACHMENT 1  
TO BILLING INSTRUCTIONS**

**(SAMPLE FORMAT)**

**COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)  
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL**

7) Travel  
Start Date                      Destination                      Costs  
6/1/08                              Wash., DC                      \$200

**4. FEE RECOVERY BILLING REPORT**

FIN:

Facility Name or Report Title:

TAC or Inspection Report Number:

(or other unique identifier)

Docket Number (if applicable):

Cost Categories	Period Amt.	Period Cost Incurred	Fiscal Year To Date Costs	Total Cumulative Costs
Labor				
Materials				
Subcontractor/ Consultant				
Travel				
Other (specify)				
Common Costs				
Total				

Remarks:

**Section J**  
**Attachment -1****SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS,  
HUBZONE SMALL BUSINESS CONCERNS,  
SMALL DISADVANTAGED BUSINESS,  
and WOMEN-OWNED SMALL BUSINESS****MODEL SUBCONTRACTING PLAN OUTLINE \***

Identification

Data

Contractor: Dade Moeller & AssociatesAddress: 1835 Terminal Drive, Suite 200, Richland, WA 99354Solicitation or Contract Number: RFP-10-04-164Project Title: Technical Support for Revision of Regulatory GuidesTotal Amount of Contract (Including Options) Estimated Value of \$5,576,575Period of Contract Performance (MO. & YR.) Anticipated award in March 2010; 3 base years and two one year options

Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or major subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan (Check One)       Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).  X   Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

This plan provides our Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone Business Subcontracting Plan as a percent of the total planned subcontracting effort and the subcontracting effort available. This plan is developed specifically for this solicitation and applies to the full term of any resultant contract.

Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

- (d) The Offeror's subcontracting plan shall include the following:

Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as major subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and Offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:

\$ 2,510,000 and 45% %

- (ii) Total dollars planned to be subcontracted to small business concerns is:

\$ 1,675,000 and 30% %\*

- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is:

\$ 167,000 and 3% %\*

- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns is:

\$ 167,000 and 3% %\*

- (v) Total dollars planned to be subcontracted to HUBZone small business concerns is:

\$ 167,000 and 3% %\*

- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns is:

\$ 167,000 and 3% %\*

- (vii) Total dollars planned to be subcontracted to women-owned small business concerns is:

\$ 167,000 and 3% %\*

(\*Expressed as a percentage of "A")

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns; technical support services
- (ii) Veteran-owned small business concerns; technical support services
- (iii) HUBZone small business concerns; technical support services
- (iv) Small disadvantaged business concerns; technical support services

- (v) Women-owned small business concerns – technical support services  
(check all that apply)

Subcontracted Supplies/Services - LB SB VOSB SDVOSB HUBZone SDB WOSB

Dade Moeller will contract technical services to small and small disadvantaged business for the solicitation and contract. Dade Moeller selects its subcontractors to ensure the NRC has access to a large depth of scientific and engineering expertise comprehensively addressing the technical disciplines required by the Regulatory Guides cited in the Statement of Work (SOW).

(Attach additional sheets if necessary.)

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

The method utilized by Dade Moeller & Associates in developing the proposed subcontracting goals for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals consists of a detailed review of the items of work to be performed, the locations of the project, and the availability of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. This review is conducted internally and is an ongoing process, to be revised in light of the scope of individual task orders issued under this contract. The review reveals areas of work that lend themselves to subcontracting to small business concerns and has determined that these services are available. Therefore, the general areas that have been determined to be feasible for utilization of these types of business, such as technical services, office supplies, instrumentation products, have been designated for procurement through these types of businesses.

Dade Moeller & Associates primarily provides technical support services to the NRC. Occasionally, we need technical support from niche companies depending on the specific product/service requirements of the contract or task order. Those niche companies have historically provided technical services and/or products and services and would comprise the pool of large and small businesses. Actual utilization will be determined by the type and size of the actual task order work that will run through a resultant contract.

- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). An Offeror may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve an Offeror of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

Dade Moeller & Associates will utilize, as applicable, the following sources to determine capabilities:

- a.) Use of the Small Business Administration (SBA) to recommend a Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business in a certain geographical area.



- b.) Use of the SBA Pro-Net Access Network to gather information on Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business in certain NAICS codes and geographical locations.
- c.) Past experience working with individual Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small businesses.

The source list used in the determination process will:

- a.) Utilize the SBA's PRO-Net supplier database.  
[http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)
- b.) Use the SBA's link: <http://map.sba.gov/hubzone/init.asp#address> to determine if a company resides in a HUBZone beneficial to the proposal team for the scope of work requested.
- c.) Participate in various regional Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business trade associations.
- d.) Sponsor and/or participate in trade fairs to inform Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small businesses about upcoming procurement opportunities.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns; Indirect costs are included in the above goals. These costs are based on pricing information provided to Dade Moeller by the small business team member.

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.)

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

Pam McDonald  
Contract Specialist/Subcontract Administrator  
1835 Terminal Drive, Suite 200  
Richland, WA 99354  
509-946-0410 ext. 336

#### Duties:

This individual's specific duties as they relate to the firm's subcontracting program include general overall responsibility for review, and monitoring execution of the plan, including but not limited to:

- a.) Ensure that source lists of potential subcontracts for which goals are established herein are maintained.

- b.) Ensure that procurement packages are structured to permit Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business concerns to participate to the maximum extent possible.
- c.) Seek out other sources when the number of prospective sources is not adequate.
- d.) Advise other personnel of the purposes of this program and ensure adequate support by all concerned.
- e.) Maintain records showing Dade Moeller & Associates performance compared with the goals established herein.
- f.) Maintain records and submit information on the forms specified in the contract in a timely manner.
- g.) Coordinate with other relevant contractors to secure data on Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business and their capabilities.

8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

The following efforts may be used to assure that Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts:

- a.) Identify known potential sources as large concerns, Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business.
- b.) Include Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business concerns in Request for Proposals (as applicable) where such concerns are known to exist and are qualified to supply the item(s) or service being procured.
- c.) Assist Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business concerns in providing management counseling on request.
- d.) As applicable, provide sufficient bid solicitation time for preparation of proposals, quantities, specifications, and delivery schedules to facilitate participation.
- e.) Participate in Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business trade fairs and conferences. Provide promotional activities, which increase community awareness of subcontracting opportunities.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all major subcontractors (except small business concerns) that receive subcontracts in excess

of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

- a.) The clause entitled "Utilization of Small Business Concerns" FAR 52.219-8, will be included in all subcontracts that offer further subcontracting opportunities and all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) will be required to adopt a similar plan that complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan."
- b.) The Offeror/Subcontractor will cooperate in any studies or surveys as may be required; submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan; submit Standard Form 294, "Subcontracting Report for Individual Contracts," and Standard Form 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- c.) The following clause will be inserted in the Dade Moeller & Associates subcontract template:

**(Insert company name)** agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small businesses and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

(10) Assurances that the Offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its major subcontractors agree to submit SF 294 and SF 295.

REPORTING PERIOD	REPORT DUE	DUE DATE
Oct 1 – Mar 31	SF 294	04/30
Apr 1 – Sept 30	SF 294	10/30
Oct 1 – Sept 30	SF 295	10/30

ADDRESS:

DIRECTOR  
USAID/OSDBU

RM 7.8E RRB  
WASHINGTON, DC 20523-7800

FAR 52.219-9(d)(10) requires that Dade Moeller & Associates:

- a.) Cooperate in any studies or surveys as may be required;
- b.) Submit periodic reports which show compliance with the subcontracting plan;
- c.) Submit standard form (SF) 294, "Subcontracting Reports for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and
- d.) Ensure that subcontractors agree to submit SF 294 and SF 295.

The reports will be sent to the Associate Administrator for Enterprise Development and the Small Business Technical Advisor in time for them to receive the report(s) within 30 days after the close of each calendar period. That is:

<u>Calendar period</u>	<u>Report</u>	<u>Due Date</u>	<u>Due</u>	<u>Send Report To</u>
10/01 – 03/31	SF 294	04/30		Contracting Officer/Small Business Technical Advisor
04/01 – 09/30	SF 294	10/30		Contracting Officer/Small Business Technical Advisor
10/01 – 9/30	SF 295*	10/30		Contracting Officer/Associate Administrator for Enterprise Development

\*SF 295 must be submitted to SBA's Commercial Market Representative

Small Business Technical Advisor address is:	Associate Administrator for Enterprise Development address is:
(To Be Confirmed By Contracting Officer)	(To Be Confirmed By Contracting Officer)
RM 7.8E RRB WASHINGTON, DC 20523-7800	RM 7.8E RRB WASHINGTON, DC 20523-7800

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

FAR 52.219-9(d)(11) requires a list of the types of records our company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following types of records will be maintained to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and Offeror/Subcontractor efforts

to locate Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone business concerns and award subcontracts to them.

- a.) Source lists (e.g. PRO-Net), guides and other data that identify Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business concerns.
- b.) Organizations contacted in an attempt to locate sources that are Small, Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran Owned, and HUBZone small business concerns.
- c.) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating:
  - i. Whether small business concerns were solicited and if not, why not;
  - ii. Whether small disadvantaged business concerns were solicited and if not, why not;
  - iii. Whether woman-owned small business concerns were solicited and if not, why not;
  - iv. Whether HUBZone business concerns were solicited and if not, why not;
  - v. Whether veteran-owned or service-disabled veteran-owned business concerns were solicited and if not, why not;
  - vi. If applicable, the reason award was not made to a small business concern.
- d.) Records of any outreach efforts to contact:
  - i. Trade associations;
  - ii. Business development organizations;
  - iii. Conferences and trade fairs to locate small, small disadvantaged, HUBZone, woman-owned, veteran-owned, and service-disabled veteran-owned small business sources.
- e.) Records of internal guidance and encouragement provided to buyers through:
  - i. Workshops, seminars, training, etc.;
  - ii. Monitoring performance to evaluate compliance with the program's requirements.
- f.) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor.

**SUBCONTRACTING PLAN AUTHORIZATION:**NAME: David L. BordersTITLE: Acting Contracts ManagerDATE: 2/25/10SIGNATURE: 