

**BEST VALUE
BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE**

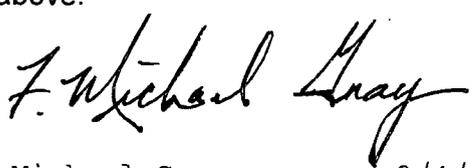
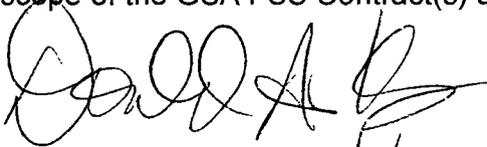
**NRC-HQ-11-A-03-0007
GS-10F-0124J**

In the spirit of Acquisition streamlining, the U.S. Nuclear Regulatory Commission and ICF Incorporated, L.L.C enter into an agreement to facilitate the acquisition of RTR Rulemaking support from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-10F-0124J

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:



DONALD A. KING 3/9/2011

F. Michael Gray 3/4/11

Contracting Officer DATE
U.S. Nuclear Regulatory Commission

Contractor Authorized Representative DATE
Vice President, Director of Contracts

Title

ICF Incorporated, L.L.C

Company Name

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

MAR 10 2011

ADM00

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-10F-0124J ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between ICF Incorporated, L.L.C and the U.S. Nuclear Regulatory Commission under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA:

A.1 ADMINISTRATIVE DATA

Primary Point of Contact:

ICF Incorporated, L.L.C

(Provide complete name, title,
corporate address, electronic
mail address and phone number)

9300 Lee Hwy

Fairfax, VA 22031

Alternate Point of Contact:

Are you a Small Business under NAIC Code 541620 (FAR PART 19.102)? YES NO x

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? YES NO x

Are you a Woman-Owned Business? YES NO x

CAGE CODE:

DUNS NUMBER: 072648579

TIN:

Cognizant DCAA Office (Include
complete address):

(other auditing activity may be listed)

A.2 AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

A.3 DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall provide RTR Rulemaking Support. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to U.S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

A.4 SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA

Section A.6 "STATEMENT OF WORK" details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

DAY OF AWARD THROUGH JANUARY 31, 2014					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	FIXED UNIT PRICE	UNIT	EST. TOTAL
001	Task 4.1: Contract Kickoff Meeting	1	\$6,335.98	EACH	\$6,335.98
002	Task 4.2: Quarterly Progress Review Meetings	12	\$7,535.60	EACH	\$90,427.21
003	Task 4.3: Monthly Status Report	36	\$1,091.87	EACH	\$39,307.36
004	Task 4.4: Documented Review of Existing Regulatory Requirements	1	\$29,732.77	EACH	\$29,732.77
005	Task 4.5: Interaction With and Input From Stakeholders	1	\$56,152.48	EACH	\$56,152.48
006	Task 4.6: Analyze the Segregation of RTR Regulations	1	\$14,727.76	EACH	\$14,727.76
007	Task 4.7: Benchmarking of License Renewal Methodologies Used By Other Government Agencies Not Regulated By the NRC (DOE/DOD)	1	\$13,935.77	EACH	\$13,935.77
008	Task 4.8: Draft and Final Regulatory Basis Development	1	\$210,639.44	EACH	\$210,639.44
009	Task 4.9: Development of the Proposed Rule Language	1	\$224,028.62	EACH	\$224,028.62
010	Task 4.10: Regulatory and Backfit Analysis Development	1	\$52,467.37	EACH	\$52,467.37
011	Task 4.11: Development of the Draft Analysis of the Information Collection Burden	1	\$26,149.01	EACH	\$26,149.01

012	Task 4.12: Support for the Binning of Public Comments	1	\$15,148.29	EACH	\$15,148.29
013	Task 4.13: Development of Draft Implementation Guidance Documents	1	\$246,794.48	EACH	\$246,794.48
014	Task 4.14: Development of the Final Rule Language	1	\$99,413.12	EACH	\$99,413.12
015	Task 4.15: Contractor Support for Unanticipated Meetings and Hearings	1	\$64,404.05	EACH	\$64,404.05
016	Meetings and Travel for Task 4.1, 4.2, 4.5 & 4.15. Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	1	NTE	NTE	\$10,000.00
016a	General & Administration (On Travel Only)	17.88%			
GRAND TOTAL					\$1,199,633.71

A.5 DELIVERY SCHEDULE

The Contractor shall provide the following deliverables and reports.

Draft and Final dates for deliverables are expressed in calendar days measured from day of contract award. In addition to the applicable requirements, the Contractor shall provide the following deliverables and reports. Note that all data and results achieved are subject to NRC approval and are owned by the NRC.

Task	Deliverable	DRAFT REPORT (Calendar Days from Contract Award)	FINAL REPORT (Calendar Days from Contract Award)
4.1	Contract Kickoff Meeting	Within ten (10) works days of contract award	Within ten (10) works days of contract award
4.2	Progress Review Meetings -written meeting agenda; - meeting summary	-2 working days prior to the meeting; -within 5 working days after the meeting.	-2 working days prior to the meeting; -within 5 working days after the meeting.
4.3	Monthly Status Report	by the 15 th of each month	by the 15 th of each month
4.4	Documented Review of Existing Regulatory Requirements	-Upon request as specified in each deliver order.	no later than ten (10) working days after receipt of the comments

4.5	<p>Interaction With and Input From Stakeholders</p> <ul style="list-style-type: none"> - coordinate public meetings or workshops between the TM and stakeholders; - participate with the DPR staff in the conduct of public meetings; - develop and provide a summary of the stakeholder involvement - develop a meeting summary 	-Upon request as specified in each deliver order.	Upon request as specified in each deliver order.
4.6	<p>Analyze the Segregation of Regulations Applicable to Non-Power Reactors</p> <ul style="list-style-type: none"> - written report of analysis results upon completion of the analysis; -results will be discussed at a regularly scheduled meeting between the contractor, TM, and key NRC staff 	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.
4.7	<p>Benchmarking of License Renewal Methodologies Used By Other Government Agencies (DOE/DOD)</p> <ul style="list-style-type: none"> - written report of each analysis that they conduct of the processes and methodologies that other government agencies use to assess the ability of their non-power reactors; - present those processes and methodologies in the form of recommendations for consideration by the NRC management and staff; - present the results of their analyses to the TM and NRC staff no later than at the next regularly scheduled progress review meeting 	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.
4.8	<p>Development of the Regulatory Basis</p> <ul style="list-style-type: none"> -provide a technically sound draft RB document for a streamlined non-power reactor license renewal process; - make the necessary revisions to the draft RB incorporating their comments 	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.
4.9	<p>Development of the Proposed Rule Language</p> <ol style="list-style-type: none"> 1. - include specific "draft" language 	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.

	<p>that accurately presents the proposed regulatory rule change. - make revisions to the draft proposed rule language as directed by the TM, OGC, and NRC rulemaking staff</p>		
4.10	<p>Regulatory and Backfit Analysis Development - provide a written report containing a regulatory analysis and either a draft backfit analysis or a written justification that a backfit analysis is not required for the non-power reactor license renewal rule.</p>	-Upon request as specified in each deliver order.	Upon Request
4.11	<p>Development of the Analysis of the Information Collection Burden - prepare and provide to the PM a draft analysis of the information collection burden of the completed non-power reactor license renewal final rule; -make specified revisions to the draft analysis of the information collection burden of the completed non-power reactor license renewal rule into a format suitable for an OMB Paperwork Reduction Act submission.</p>	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.
4.12	<p>Support for the Binning of Public Comments - provide the TM and PM a written report that provides recommended binning of public comments received during the comment period for the proposed non-power reactor license renewal rule</p>	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.
4.13	<p>Development of Draft Implementation Guidance Documents - provide associated guidance documents that describe the principles concepts and implementation requirements for rule adoption. - provide a written revision of Section 4.16 of the Non-Power Reactor Project Manager's Handbook.</p>	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.
4.14	<p>Development of the Final Rule -provide draft final rule language suitable for publication in the FRN as the final rule; -revise the draft final rule language</p>	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.

4.15	Contractor Support for Unanticipated Meetings or Hearings - support for the preparation of unanticipated meetings or hearings	-Upon request as specified in each deliver order.	-Upon request as specified in each deliver order.
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A.6 STATEMENT OF WORK

1.0 BACKGROUND

The Nuclear Regulatory Commission’s (NRC) Office of Nuclear Reactor Regulation (NRR) is responsible for ensuring the public health and safety and common defense and security through licensing and inspection activities at all commercial reactor facilities in the United States. The evaluation of License Renewal Applications (LRAs) for Non-Power Reactors (commonly referred to as Research and Test Reactors (RTRs)) is performed by the Division of Policy and Rulemaking (DPR). Pertinent regulations for the review of RTR license renewal include Title 10, *Code of Federal Regulations*, Part 20 (10 CFR 20), “Standards for Protection Against Radiation” 10 CFR 50.33, “Contents of Applications—General Information”; 10 CFR 50.34, “Contents of Construction Permit and Operating License Applications—Technical Information”; 10 CFR 50.36, “Technical Specifications”; 10 CFR 50.54, “Conditions of Licenses”; 10 CFR 50.75, “Reporting and Recordkeeping for Decommissioning Planning”; 10 CFR 73, “Physical Protection of Plants and Materials”; and 10 CFR 100, “Reactor Site Criteria” (for test reactors only). Although the regulatory requirements are not as prescriptive for RTRs as they are for power reactors, the NRC staff must still reach a determination that the licensee is in compliance with the regulatory requirements to issue a renewed license. The primary safety finding that the staff makes is that facility operation will comply with 10 CFR 20. DPR performs its work in accordance with the requirements of Title 10 of the Code of Federal Regulations, Part 2.109 (10 CFR 2.109), “Effect of Timely Renewal Applications”. In addition, DPR staff uses guidance provided in NUREG-1537, “Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors,” Parts 1 and 2, dated February 2006. This current process views applications for license renewal as if each is a first time application, requiring all aspects that have previously been evaluated to be re-visited in entirety.

The Commission and other stakeholders have voiced concerns with the backlog of RTR license renewal applications and the burdensome nature of the RTR license renewal process. The staff submitted SECY-2009-0161 (ML082550140), “Review of Research and Test Reactor License Renewal Applications,” to the Commission on October 24, 2008, to provide information regarding staff plans to improve the review of license renewal applications for RTRs. The resulting Staff Requirements Memorandum (SRM) (ML090850159), dated March 26, 2009, included direction to the staff to develop a long-term plan for an enhanced RTR license renewal process. The long-term plan was presented to the Commission in SECY-2009-0095 (ML09215717), “Long-Term Plan for Enhancing the Research and Test Reactor License Renewal Process and Status of the Development and Use of the Interim Staff Guidance,” on June 24, 2009.

The NRC is seeking a qualified contractor that will develop and provide comprehensive language for rulemaking that will provide requirements for the renewal of non-power reactor licenses. This effort will include the development of the regulatory basis that justifies proceeding with proposed rulemaking; proposed rule language; implementation guidance documents to assure effective implementation to support rulemaking efforts to streamline the RTR license renewal process; final rule; and other tasks as described below. The contractor will also prepare and provide the OMB Paperwork Reduction Act submission, and the backfit and regulatory analysis documents.

2.0 OBJECTIVE

The Contractor shall provide necessary personnel, management, materials, administrative and technical services required to provide technical assistance for the development of rulemaking to streamline non-power reactor license renewal process as outlined in the statement of work.

3.0 GENERAL INFORMATION

3.1 SCOPE OF WORK

This contract's key outcomes shall prevent future backlogs of RTR license renewals and eliminate unnecessary regulatory burden on RTR licensees. Timely achievement of this contract will benefit from contracting the appropriate support from qualified organizations external to the NRC.

The contractor shall gather information and apply the experience gained from the application of the focused reviews utilizing the Interim Staff Guidance (ISG) review process as part of developing a regulatory basis (RB) for rulemaking to re-shape the license renewal process for RTRs. The rulemaking to redefine the scope of RTR license renewal will need to clearly define the scope and limitations of the process. The RB will incorporate lessons learned during the focused streamlined review process and explore alternate safety review approaches. The RB will contain the justification for the rulemaking and describe the technical, legal, and policy issues associated with any rulemaking efforts necessary to support a streamlined approach.

The RB is foundational to the rulemaking effort that will follow. The RB must consider the ramifications of increased regulatory burden and how that is consistent/divergent with the Atomic Energy Act (AEA or the Act) of 1954, as amended. The Act states, in part;

"The Commission is authorized to issue licenses to persons applying therefore for utilization and production facilities useful in the conduct of research and development activities of the types specified in section 31 and which are not facilities of the type specified in subsection 104b. The Commission is directed to impose only such minimum amount of regulation of the licensee as the Commission finds will permit the Commission to fulfill its obligations under this Act to promote the common defense and security and to protect the health and safety of the public and will permit the conduct of widespread and diverse research and development. "

The RB shall define those attributes of a revised license renewal (LR) process that will be consistent with the framework of the Act regarding minimum regulation, while ensuring common defense, security and protecting the health and safety of the public. Additionally, the RB will define actions required to streamline the LR process in order to permit easy development of implementation guidance documents.

3.2 PERSONNEL QUALIFICATIONS

3.2.1 General Requirements for Contractor Personnel and Affiliates:

The contractor shall provide technical expertise and services for Tasks 4.1 through 4.15 as described in this statement of work (SOW). Tasks 4.1 through 4.15 will be issued by the NRC Contracting Officer by delivery order (DO).

3.2.2 Specific Requirements for Contractor Personnel and Affiliates:

- a. The Contractor shall provide skilled personnel who are fluent in English, and shall provide the supervision/management and administrative services necessary to successfully meet NRC requirements.
- b. All the Contractor personnel shall exhibit a thoroughly professional and service-oriented attitude and approach in the performance of their duties, a pleasant demeanor, and interpersonal skills. The Contractor shall not employ any person who is an employee of the U.S. Government, if employing that person would create a conflict of interest.
- c. Contractor personnel are expected to conduct themselves in a professional and courteous manner at all times. Any personnel impaired by substance abuse or who uses violent/profane language, or conducts themselves otherwise in a manner construed to be threatening to themselves, others or Federal property, shall not be allowed to perform under this contract.

3.3 KEY PERSONNEL

The use of key personnel on this project is subject to the NRC Contracting Officer (CO), Project Officer (PO) and Technical Monitor's (TM) approval. This includes proposed changes to key personnel during the life of the contract.

The contractor shall furnish qualified technical staff which may consist of but no limited to a Contract Manager and Subject Matter Experts. There expected qualification level is described below.

The Contract Manager shall:

- Serve as the point-of-contact to the NRC CO, TM and other NRC staff.
- Provide senior, experienced program management to the assigned contractor personnel conducting the regulatory reviews and performing the development of the RB, proposed rule language and implementing guidance documents ensuring that they are knowledgeable and experienced in the technical aspects of their assignments.
- Communicate results of contractor reviews and draft document completions with the appropriate NRC technical and administrative managers.
- Ensure timely submittal of high quality deliverables, ensuring all information is accurate and complete.
- Coordinate review team travel, car and hotel reservations for contracted personnel.
- Coordinate training of contractor personnel.
- Facilitate other administrative portions of this contract.

The subject matter experts (SME) shall:

- Be capable of meeting the requirements of the SOW;
- Included personnel with the following experience, skills, and abilities: regulatory analyst, reactor licensing, reactor license renewal, and/or experience with regulatory basis, implementing guidance, and rulemaking development (Specific experience with rulemaking and RB development, non-power reactor licensing, and non-power reactor license renewal activities are highly desired);
- Provide technical expertise to complete the contract objectives as directed by the Contract Manager; and
- Provide a high quality input to reports, RB, proposed rule language and technical and implementing guidance documents, ensuring all information is accurate and complete.

The contractor shall assign the technical staff, employees, or specialists who have the required educations background, work experiences, or a combination thereof to meet both the technical and regulatory objectives of the work specified in this SOW. The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this agreement. The use of experienced personnel for the key positions on each task under this project is essential to the success of the project.

The facilitator and subject matter experts will have demonstrated their expertise as documented in resumes, describing oral presentations at public meetings, professional conferences, management briefings, and providing expert testimony in hearings.

3.4 ORDERING PROCEDURES

3.4.1 The contractor shall perform rulemaking activities, as described in the following tasks for the purpose of streamlining the license renewal process for non-power reactors during the contract period of performance.

3.4.2 The actual assignments (Tasks 4.1 through 4.15), will be made by the NRC Contracting Officer (CO) or the NRC Project Officer (PO) through issuance of delivery orders. No work shall commence on any task (Tasks 4.1 through 4.15) unless the vendor has a signed delivery order.

3.5 WORK REQUIREMENTS

An important attribute of this SOW is to provide a detailed background evaluation and technical reasoning that supports revision of existing or in this case, the creation of regulations that specifically address license renewal of non-power reactors. The contractor will identify efficiencies in the RB and capture those efficiencies in the proposed rule that will streamline the non-power reactor license renewal process. As part of this effort, the contractor will conduct surveys or elicit information from licensees by other means to consider in the development of rulemaking to establish requirements for the non-power reactor license renewal process. The contractor will also consider this information in the development of appropriate guidance documents to assure effective implementation of the rule by licensees.

Any streamlined process must consider the following eight areas addressed in the current renewal review process, either periodically during the license process or at the time of license renewal:

- (1) as-low-as reasonably achievable (ALARA) program;
- (2) security program and procedures;
- (3) emergency plan;
- (4) financial qualification;
- (5) operator training and requalification program;
- (6) identification of potential aging degradation;
- (7) changes in design;
- (8) Technical Specification (TS) compliance with 10 CFR 50.36.

Table 3.1 lists examples of technical expertise categories needed for this effort. The contractor should not limit their consideration of methodologies to those listed in Table 3.1.

Table 3.1 Examples of Possible Streamlining Methodologies to Consider

Methodology	Description	Expertise needed
<u>Alternate Safety Review Approach</u>	The alternate safety review approach would only evaluate the changes to the facility, compliance with the current regulations, the previous NRC analysis, and the inspection process.	Licensing Regulatory Process
<u>Graded Approach</u>	The graded approach would ensure safe operation of the facility by properly identifying the inherent risk associated with the various facilities and ensuring those risks are minimized.	Licensing Risk Assessment Regulatory Process
<u>Generic Analysis Approach</u>	The NRC would review and approve a generic design for a reactor design (e.g. Aerojet General Nucleonics design). The licensees with a similar design would confirm that they are bounded by the generic analysis (for those portions of the license where the generic analysis is bounding).	Licensing Regulatory Process
<u>Extended License Term</u>	License terms are generally based upon the life expectancy of the facility and its components. In order to permit an extended term (including possibly an indefinite term), a RB would have to explain why it is appropriate and, more importantly, demonstrate that there are no aging concerns.	Licensing Regulatory Process

4.0 SPECIFIC TASKS

4.1 Task 1 Contract Kickoff Meeting

4.1.1 Requirement: All key contractor representatives assigned to the contract shall attend a kickoff meeting at the NRC headquarters (or at another designated location) and should be prepared to discuss the NRC's rulemaking process, the requirements of the awarded contract, and streamlining of the RTR license renewal process.

4.1.2 Standard: All key contractor personnel are required to attend the entire contract kickoff meeting or participate via conference call.

4.1.3 Quality assurance surveillance plans: One hundred percent inspection.

4.1.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.1.5 Deliverables: Within ten (10) works days of contract award a kickoff meeting shall be held at NRC headquarters (HQ) in Rockville, Maryland or other designated site by the NRC PO.

4.1.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.1.7 Meetings and Travel: Travel to NRC headquarters (or other designated location) for the one (1) day kickoff meeting.

4.1.8 NRC Furnished Material and Equipment: Meeting space.

4.1.9 Additional Guidance and/or References: The contractor, Technical Monitor (TM), and key NRC staff, with prior consultation with NRC management, shall establish completion schedules that include task specific due dates and identify acceptable formats for any deliverables at this meeting.

4.2 Task 2 Progress Review Meetings

4.2.1 Requirement: The Contractor shall attend progress meetings held quarterly during the development of the regulatory basis (RB), the proposed rule, and the final rulemaking. The contractor shall make available key personnel assigned to active tasks during the course of these meetings.

4.2.2 Standard: All key contractor personnel are required to attend and actively participate, as appropriate, in all scheduled progress review meetings. Meeting agenda is complete and on time. Meeting summary is complete and delivered on time.

4.2.3 Quality assurance surveillance plans: One hundred percent inspection.

4.2.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.2.5 Deliverables:

1. Progress review meetings held quarterly.
2. Contractor to provide a written meeting agenda 2 working days prior to the meeting and a meeting summary within 5 working days after the meeting.

4.2.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.2.7 Meetings and Travel: Meet with NRC TM and others for a progress review meeting at NRC HQ or via Tele/Video conference.

4.2.8 NRC Furnished Material and Equipment: Meeting space.

4.2.9 Additional Guidance and/or References: These meetings shall be between the contractor and the NRC (TM and other key NRC staff) and may be as long as a full work day in duration. Progress review meetings shall be held at NRC HQ or by Tele/Video conference.

4.3 Task 3 Monthly Status Report

4.3.1 Requirement: The contractor shall prepare a spending plan. The contractor shall provide a monthly status report by the 15th of each month.

4.3.2 Standard: All deliverables will be provided on or before the agreed time, will be technically acceptable, and will be free of spelling or grammatical errors.

The status reports shall provide the technical and financial status of the effort. The contractor shall transmit the report by e-mail to John.Adams@nrc.gov; Richard.Daniel@nrc.gov and OCFO_Obligations.Resource@nrc.gov. A hard copy of the report shall be mailed to the NRC Contracting Officer (CO). The format and content requirements for the report are contained in Attachment 1 of this SOW.

The technical status section of the report shall contain a summary of the work performed under each task during the reporting period; milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with contractor's recommendations for resolution; and planned work for the next reporting period.

The financial status section of the report shall include the total award amount and funds obligated to date; total costs incurred in the reporting period, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract or task order.

4.3.3 Quality assurance surveillance plans: One hundred percent inspection.

4.3.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.3.5 Deliverables: The spending plan and Monthly Status Report and delivered by the 15th of each month during the contract period of performance.

4.3.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.3.7 Meetings and Travel: None

4.3.8 NRC Furnished Material and Equipment: None

4.3.9 Additional Guidance and/or References: None

4.4 Task 4 Documented Review of Existing Regulatory Requirements

4.4.1 Requirement: The contractor shall review all pertinent aspects of the Atomic Energy Act of 1954 (as amended), 10 CFR 20, 10 CFR 50, NUREG 1537 and any other pertinent regulatory guidance that impacts the licensing or license renewal of RTRs to identify existing constraints and limitations.

4.4.2 Standard: All deliverable reports will be provided on or before the agreed time, will be technically acceptable, and will be free of spelling or grammatical errors.

The documented review must address why rulemaking is the correct regulatory solution. The contractor must also demonstrate that the RB:

- (1) contains the justification for the rulemaking;
- (2) describes the technical, legal, or policy information that unequivocally supports the rulemaking; and
- (3) provides a basis for informed decisions to be made during the rulemaking process.

The contractor should address the following in the documentation presenting the results of their review:

- An explanation to why the current regulation is insufficient.
- An explanation of what has changed that causes the current regulation to be insufficient.
- An explanation of what new information brings into question the adequacy of the current regulation.
- An explanation of what regulatory insufficiency needs to be addressed.
- An explanation on how a change in the regulations will resolve the issue.
- An explanation to why other alternatives to rulemaking cannot resolve the problem.
- An explanation of what alternatives have been tried previous and reasons as to why they were not successful in solving the problem.

4.4.3 Quality assurance surveillance plans: One hundred percent inspection.

4.4.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.4.5 Deliverables:

1. Provide draft documentation of their review of pertinent regulatory guidance documents identifying existing regulatory limitations and constraints to RTR license renewals.
2. Provide final documentation of their review of pertinent regulatory guidance documents with NRC comments incorporated and delivered to the TM no later than ten (10) working days after receipt of the comments.

4.4.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.4.7 Meetings and Travel: Meet with the TM and other key NRC staff (via Tele/Video conference) to discuss comments resulting from the NRC review of the draft documentation of the contractor's review of pertinent regulatory guidance documents.

4.4.8 NRC Furnished Material and Equipment: See section 6.0.

4.4.9 Additional Guidance and/or References: This meeting is in addition to the quarterly progress review meetings unless the timing discussion coincides with a scheduled quarterly progress review meeting. In that case, the comments can be discussed at a routinely scheduled quarterly meeting.

4.5 Task 5 Interaction With and Input From Stakeholders

4.5.1 Requirement: The contractor shall support the TM and the NRC staff in the conduct of public meetings, as needed, to obtain stakeholder input on the process

The contractor shall hold public meetings, including advanced notice of public rulemaking (ANPR) meetings if appropriate, or workshops with the TM, key NRC staff, and stakeholders early in the RB development stage.

The contractor shall develop and review a summary of the stakeholders involvement which will be included as part of the rulemaking justification.

The contractor will provide direct support to DPR in the conduct of at least three (3) public meetings (including ANPRs) or workshops during the RB and the proposed rule developmental phases.

4.5.2 Standard: All deliverable reports will be provided on or before the agreed time, will be technically acceptable, and will be free of spelling or grammatical errors.

The public meeting date and its agenda shall be agreed upon a minimum of 45 days in advance of the established meeting date.

The rulemaking justification must:

- Discuss public and industry stakeholder involvement in the RB development.
- Identify the individuals and groups who participated in the RB development.
- Discuss the industry's position on the issue(s). Industry or licensee correspondence, workshop summaries or NRC meeting summaries or transcripts that provide a reasonable perspective of the industry's views should be referenced.
- Discuss the public's and industry's position on the issue(s).
- Correspondence from the stakeholders including special interest groups and individuals, workshop summaries, or NRC meeting summaries or transcripts that provide a reasonable perspective of the public's views should be referenced.

4.5.3 Quality assurance surveillance plans: One hundred percent inspection.

4.5.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.5.5 Deliverables:

1. Early in the RB development stage, the contractor shall coordinate public meetings or workshops between the TM and stakeholders.
2. The contractor shall participate with the DPR staff in the conduct of public meetings as determined by the TM and PM in order to obtain stakeholder input as the rulemaking process progresses towards the completion of the final rule.
3. The contractor shall develop and provide a summary of the stakeholder involvement that includes compilation and organization of stakeholder comments by topic such that reviewers do not have to analyze each individual comment to gain a understanding of the stakeholders' position.
4. The contractor shall develop a meeting summary to describe the possible rulemaking effort.

4.5.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.5.7 Meetings and Travel: All meetings are anticipated to be at or around NRC Headquarters, Rockville, MD. All local travel is allowable. All other travel must be approved by the NRC Project Officer prior to making travel arrangements. 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.

4.5.8 NRC Furnished Material and Equipment: NRC will furnish meeting space/equipment for stakeholder meetings.

4.5.9 Additional Guidance and/or References: In an effort to improve the products that are developed through the rulemaking process, the staff determined that stakeholders (i.e., public interest groups, individuals, industry, licensees, states, etc.) should be consulted early in the RB development. The NRC has recognized that stakeholders

can often identify flaws, oversights, and other issues in the RB based on their knowledge and experience and may be able to offer information that can be used to support the RB. Licensees can provide valuable insights regarding whether a particular issue is a safety or security problem at their site, the extent of such issues and whether the staff's contemplated actions are practical and the best regulatory solution. Early stakeholder participation in the RB development will in turn support a sound Commission decision on whether to pursue rulemaking. It also enables the NRC to indicate in the *Federal Register* notice (FRN) for the proposed rule that interested parties have influenced and informed the agency's regulatory position.

These meetings are useful for developing and focusing the RB, for acquiring external stakeholder input as discussed above, and for gauging interest on the issue(s). Stakeholder engagement may also include the use of an FRN or the internet to post the RB and supporting documents for comment.

4.6 Task 6 Analyze the Segregation of Regulations Applicable to Non-Power Reactors

4.6.1 Requirement: The contractor shall perform an analysis of the organization and structure of the current regulations in Title 10 of the Code of Federal Regulation (10 CFR) that are applicable to nuclear reactors in order to determine if a benefit would be realized from the segregation of non-power reactor regulations into a dedicated Part or Section of the 10 CFR.

4.6.2 Standard: The deliverable will be provided on or before the agreed time, will be technically acceptable, and will be free of spelling or grammatical errors.

During the performance of the analysis, the contractor shall seek comment from both internal (NRC) and external (non-NRC) stakeholders. The contractor shall provide written results of their analysis to the TM and NRC management and staff. The results shall present any perceived benefits or detriments, a supporting basis for conclusions, and a best estimate of the necessary resources to complete the segregation of regulations.

4.6.3 Quality assurance surveillance plans: One hundred percent inspection.

4.6.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.6.5 Deliverables:

1. The contractor shall provide a written report of analysis results upon completion of the analysis. The contractor shall include any comments received from stakeholders, perceived benefits or detriments, a supporting basis for any conclusions, and a best estimate of the necessary resources to complete the segregation of regulations. The results will be discussed at a regularly scheduled meeting between the contractor, TM, and key NRC staff.
2. The contractor, TM, and NRC staff shall establish agreeable due dates and an acceptable format for deliverables at the kick off meeting.

4.6.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.6.7 Meetings and Travel: None

4.6.8 NRC Furnished Material and Equipment: None

4.6.9 Additional Guidance and/or References: See section 6.0.

4.7 Task 7 Benchmarking of License Renewal Methodologies Used By Other Government Agencies (DOE/DOD)

4.7.1 Requirement: The contractor shall contact other Government agencies that currently operate non-power reactors for the purpose of conducting an analysis (benchmarking) of the processes and methodologies that those organizations use to ensure continued safe operations of the reactor and connected systems for a finite period of time in the future.

4.7.2 Standard: All deliverables will be provided on or before the agreed time, will be technically acceptable, will be free of spelling or grammatical errors, and will be provided in the specified format.

The contractor's analysis shall include a detailed background evaluation and technical reasoning that either supports or rejects the creation of NRC regulations based on the approaches used by other Government agencies. The contractor's analysis shall present, in the RB where appropriate, the technical, legal, and policy issues associated with any potentially implementable processes or methods identified during their review of this or other alternate approaches as an optional method for consideration as a efficient and effective means to renew NRC non-power reactor licenses.

4.7.3 Quality assurance surveillance plans: One hundred percent inspection.

4.7.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.7.5 Deliverables:

1. The contractor shall provide a written report of each analysis that they conduct of the processes and methodologies that other government agencies use to assess the ability of their non-power reactors to continue to safely operate for a predetermined period of time into the future. The contractor shall include, in the written report, an assessment of those processes and methodologies identified in their analyses of alternate approaches.
2. For those processes and methodologies that, in contractor's expert opinion, have potential to be part of the solution for streamlining the NRC's RTR license renewal process, the contractor shall present those processes and methodologies in the form of recommendations for consideration by the NRC management and staff.
3. The contractor shall present the results of their analyses to the TM and NRC staff no later than at the next regularly scheduled progress review meeting following the completion of the benchmarking analysis report unless other arrangements have been made between the contractor and the TM.

The contractor, TM, and NRC rulemaking staff shall establish agreeable due dates and an acceptable format for deliverables at the kick off meeting.

4.7.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.7.7 Meetings and Travel: None

4.7.8 NRC Furnished Material and Equipment: None

4.7.9 Additional Guidance and/or References: See section 6.0.

4.8 Task 8 Development of the Regulatory Basis (RB)

4.8.1 Requirement: The contractor shall prepare a RB that justifies proceeding with a proposed rulemaking and describes the technical, legal, and policy issues associated with any rulemaking effort needed to support a streamlined approach.

4.8.2 Standard: All deliverables will be provided on or before the agreed time, will be technically acceptable, will be free of spelling or grammatical errors, and will be provided in the specified format per Attachment 2.

The RB shall include a detailed background evaluation and technical reasoning that supports the creation of NRC regulations that specifically address license renewal of non-power reactors. The RB will include discussion of plausible alternative approaches identified during the contractor's analyses.

4.8.3 Quality assurance surveillance plans: One hundred percent inspection.

4.8.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.8.5 Deliverables:

1. The contractor is expected to provide a technically sound draft RB document for a streamlined non-power reactor license renewal process.
2. The contractor, in consultation with the TM and the NRC rulemaking staff, shall make the necessary revisions to the draft RB incorporating their comments. This effort will result in the final RB.
3. The contractor, CO, TM, and PM shall establish agreeable due dates.

4.8.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.8.7 Meetings and Travel: None

4.8.8 NRC Furnished Material and Equipment: None

4.8.9 Additional Guidance and/or References: See section 6.0.

4.9 Task 9 Development of the Proposed Rule Language

4.9.1 Requirement: The contractor shall provide proposed rule language. The contractor shall develop the draft FRN with the RB language to describe the possible rulemaking effort.

4.9.2 Standard: All information will be provided on or before the agreed time, will be technically acceptable, will be free of spelling or grammatical errors, and will be provided in the specified format.

The proposed rule language will be informed and justified by the final RB.

The Contractor shall insure that the proposed rule language captures high level requirements with details associated with the high level requirements appearing in the associated implementation guidance.

4.9.3 Quality assurance surveillance plans: One hundred percent inspection.

4.9.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.9.5 Deliverables:

2. The contractor is expected to include specific "draft" language that accurately presents the proposed regulatory rule change.
3. The contractor shall make revisions to the draft proposed rule language as directed by the TM, OGC, and NRC rulemaking staff. This effort will result in the final proposed rule in a suitable format for submission to the NRC Office of Administration for inclusion in the Federal Register.
4. The contractor with agreement by both CO, TM and PM, shall establish due dates and an acceptable format for deliverables at the kick off meeting.

4.9.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.9.7 **Meetings and Travel:** None

4.9.8 **NRC Furnished Material and Equipment:** None

4.9.9 **Additional Guidance and/or References:**

When forming the bases for the rulemaking, it is permissible (and encouraged) to release draft rule language which may be published for public review subsequent to Commission notification.

The contractor will work closely with the TM and PM to develop the proposed language consistent with agency policy and protocol.

Following NRC review, the contractor will revise the draft proposed rule language as directed by the PM into an acceptable format for submission to the Federal Register.

See section 6.0.

4.10 **Task 10** **Regulatory and Backfit Analysis Development**

4.10.1 **Requirement:** The contractor shall prepare a draft regulatory and backfit analysis for the completed non-power reactor license renewal proposed and final rule.

4.10.2 **Standard:** All deliverable reports will be provided on or before the agreed time, will be technically acceptable, will be free of spelling or grammatical errors, and will be provided in the specified format.

If the contractor determines that a backfit analysis is not required, the contractor shall provide written justification of that determination.

4.10.3 **Quality assurance surveillance plans:** One hundred percent inspection.

4.10.4 **Performance Inspection/Acceptance:** See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.10.5 **Deliverables:**

The contractor shall provide a written report containing a regulatory analysis and either a draft backfit analysis or a written justification that a backfit analysis is not required for the non-power reactor license renewal rule.

The contractor, CO, TM, and PM shall establish agreeable due dates and an acceptable format for any deliverables at the kick off meeting.

4.10.6 **Acceptance Criteria:** No more than one instance of not meeting the standard.

4.10.7 **Meetings and Travel:** None

4.10.8 **NRC Furnished Material and Equipment:** None

4.10.9 **Additional Guidance and/or References:** The completed non-power reactor license renewal proposed and final rule shall be consistent with the NRC guidance contained in NUREG/BR-0058, Revision 4 and 10 CFR 50.109.

See section 6.0.

4.11 **Task 11** **Development of the Analysis of the Information Collection Burden**

4.11.1 Requirement: The contractor shall prepare an analysis of the information collection burden of the completed non-power reactor license renewal proposed and final rule

4.11.2 Standard: The analysis of the information collection burden will be provided on or before the agreed time, will be technically acceptable, will be free of spelling or grammatical errors, and will be provided in the specified format.

The completed non-power reactor license renewal proposed and final rule shall be suitable for an OMB Paperwork Reduction Act submission.

4.11.3 Quality assurance surveillance plans: One hundred percent inspection.

4.11.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.11.5 Deliverables:

1. The contractor shall prepare and provide to the CO and PM a draft analysis of the information collection burden of the completed non-power reactor license renewal final rule.
2. As directed by the PM, the contractor shall make specified revisions to the draft analysis of the information collection burden of the completed non-power reactor license renewal rule into a format suitable for an OMB Paperwork Reduction Act submission.
3. The contractor, CO, TM, and PM shall establish agreeable due dates and an acceptable format for any deliverables at the kick off meeting.

4.11.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.11.7 Meetings and Travel: None

4.11.8 NRC Furnished Material and Equipment: None

4.11.9 Additional Guidance and/or References: See section 6.0.

4.12 Task 12 Support for the Binning of Public Comments

4.12.1 Requirement: The contractor shall provide support to the TM and PM with the binning of public comments received on the proposed non-power reactor license renewal rule in accordance with guidance provided by the PM.

4.12.2 Standard: Written reports will be provided on or before the agreed time, will be technically acceptable, will be free of spelling or grammatical errors, and will be provided in the specified format.

4.12.3 Quality assurance surveillance plans: One hundred percent inspection.

4.12.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.12.5 Deliverables: The contractor shall provide the TM and PM a written report that provides recommended binning of public comments received during the comment period for the proposed non-power reactor license renewal rule. The contractor, TM, and PM shall establish agreeable due dates and an acceptable format for the deliverables at the kick off meeting.

4.12.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.12.7 **Meetings and Travel:** None.

4.12.8 **NRC Furnished Material and Equipment:** None.

4.12.9 **Additional Guidance and/or References:** See section 6.0.

4.13 Task 13 Development of Draft Implementation Guidance Documents

4.13.1 Requirement: The contractor shall develop guidance documents needed to support the implementation of rulemaking (e.g., NUREGs, RGs, etc.) that specify acceptable methods for complying with the rule.

Additionally, the contractor shall provide a draft revision of Section 4.16 of the "Non-Power Reactor Project Manager's Handbook," dated September 30, 1998.

4.13.2 Standard: The draft guidance documents shall be provided on or before the agreed time, shall be technically acceptable, will be free of spelling or grammatical errors, and shall be provided in the specified format.

The contractor shall ensure that the issuance of draft implementation guidance coincides with the publication of the proposed rule. To the extent possible, the contractor shall also include specific guidance addressing the license renewal of aqueous homogeneous reactors or other unique reactor designs that are currently licensed or that have a completed licensing basis approved by the NRC.

4.13.3 Quality assurance surveillance plans: One hundred percent inspection.

4.13.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.13.5 **Deliverables:**

1. The contractor shall provide associated guidance documents that describe the principles concepts and implementation requirements for rule adoption. Due no later than contract expiration.
2. The contractor shall provide a written revision of Section 4.16 of the Non-Power Reactor Project Manager's Handbook. Due no later than contract expiration.

4.13.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.13.7 **Meetings and Travel:** None.

4.13.8 **NRC Furnished Material and Equipment:** None.

4.13.9 Additional Guidance and/or References: The implementation guidance shall provide stakeholders, to greatest extent practical, information that enables them to:

- better understand the meaning and the intent of the proposed requirements and how they may be implemented;
- provide informed feedback on the proposed rule language; and
- provide feedback that improves the implementation guidance.

See section 6.0.

4.14 Task 14 Development of the Final Rule

4.14.1 Requirement: The contractor shall provide draft final rule language. The contractor, TM, and PM shall establish agreeable due dates and an acceptable format for deliverables at the kick off meeting.

4.14.2 Standard: Written reports will be provided on or before the agreed time, will be technically acceptable, will be free of spelling or grammatical errors, and will be provided in the specified format.

The final rule language will incorporate NRC approved changes resulting from the review of comment received in response to the FRN. The contractor will work closely with the TM and PM to develop and submit final rule language that is consistent with current agency policy and protocol. Following NRC review, the contractor will revise the draft final rule language as directed by the PM into an acceptable format for submission to the Federal Register as a final rule.

4.14.3 Quality assurance surveillance plans: One hundred percent inspection.

4.14.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.14.5 Deliverables:

1. The contractor shall provide draft final rule language suitable for publication in the FRN as the final rule.
2. The contractor shall revise the draft final rule language as directed by the PM into a acceptable format for submission to Federal Register.
3. The contractor, TM, and PM shall establish agreeable due dates and an acceptable format for deliverables at the kick off meeting.

4.14.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.14.7 Meetings and Travel: None

4.14.8 NRC Furnished Material and Equipment: None

4.14.9 Additional Guidance and/or References: See section 6.0.

4.15 Task 15 Contractor Support for Unanticipated Meetings or Hearings

4.15.1 Requirement: The contractor shall provide support to the TM and NRC staff in preparation for and during unanticipated meetings or hearings (up to five (5) unanticipated meetings or hearings).

4.15.2 Standard: The Contractor shall support and/or participate in up to five (5) unanticipated meetings or hearing as requested by the TM. All information/support provided for meetings or hearing shall be technically correct.

The activities associated with this task could include but are not limited to: responding to requests for a briefing by senior NRC management or the Commission, replying to raised issues, preparing for ACRS presentations, and participating in those meetings by presenting the results of the evaluations when questions raised by the ACRS. The contractor shall refresh the NRC staff on the review and any technical issues.

4.15.3 Quality assurance surveillance plans: One hundred percent inspection.

4.15.4 Performance Inspection/Acceptance: See 52.246-4 entitled "Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)" contained in the contract GS-10F-0124J.

4.15.5 Deliverables: Contractor support for the preparation of unanticipated meetings or hearings and will continue to provide support for the duration of the unanticipated meeting or hearing. All deliverable due dates will be specified by the PO in each TO.

4.15.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.15.7 Meetings and Travel: The contractor shall support preparation and participate in up to five (5) unanticipated meetings or hearings at the request of the TM. This may require a time commitment up to a two-day trip to Rockville, MD.

4.15.8 NRC Furnished Material and Equipment: NRC will furnish meeting space/equipment for stakeholder meetings.

4.1.9 Additional Guidance and/or References:

The preparation for these meetings or hearings may be accomplished through telephone conference, if deemed acceptable by the TM.

See section 6.0.

5.0 EXPECTED CLASSIFICATION OR SENSITIVITY

All work under this project is expected to be unclassified and not sensitive.

6.0 NRC FURNISHED MATERIALS

The NRC TM will supply the manuscript template for initiating the writing and researching process. The NRC TM will also supply the contractor with the following documents and the contractor shall be knowledgeable of these guidance documents:

- Atomic Energy Act of 1954 (as amended)
- 10 CFR Part 50
- NUREG 1537, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors," Parts 1 and 2, dated February 2006
- Rulemaking Guidance - (LIC 300, "Rulemaking Procedures")
- Interim Staff Guidance for RTR License Renewal
- Lessons Learned on previous focused streamlined reviews (Available in NRC's SharePoint System)

The TM can also provide other applicable background information and reference documentation.

The following NUREG reports related to this effort are available through the NRC Agency-wide Document Access and Management System (ADAMS):

NUREG-1379, "NRC Editorial Style Guide," is available through ADAMS at:
<http://www.nrc.gov/reading-rm/adams/web-based.html> (accession number ML041050307)

NUREG-650, "NRC Collection of Abbreviations," Revision 2 is available through ADAMS
<http://www.nrc.gov/reading-rm/adams/web-based.html> (accession number ML041050544)

An electronic copy of MD 3.7 is available upon request.

The NRC electronic reading room (<http://www.nrc.gov/reading-rm.html>) contains document collections with numerous

publications pertaining to license renewal. Several staff generated NUREG reports and Regulatory Guides are found on the same website.

7.0 LICENSE FEE

This work is not license fee recoverable.

8.0 DELIVERABLE FORMAT

The contractor shall provide to the NRC PM and TM the deliverables listed for each task in hard copy and in an electronic version created using Microsoft® Office Word 2007 or other NRC-designated word processing software. The contractor and the NRC TM will discuss any special requirements associated with the structure of task products at the kickoff meeting.

The transmittal letter and cover page of each report, or other deliverable, as appropriate, shall contain the job control number (J4378) and NRC technical assignment control (TAC) number. The contractor shall prepare all implementing guidance documents in NUREG format."

A.7 PREVAILING TERMS AND CONDITIONS

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

A.8 SEGREGATION OF COSTS

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

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

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

A.9 TASK ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provided Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

A.10 TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that required in the performance of the order. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost-reimbursable basis only. Local travel or the relocation of BPA holder personnel from other geographic areas for the purpose of staffing an order, are not subject to reimbursement. The Government will not pay travel charges for travel to and from the BPA holder employee's home and 11555 Rockville Pike, Rockville, MD (Govt. Office) or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

A.11 FEDERAL HOLIDAYS

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

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

A.12 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the U.S. Nuclear Regulatory Commission mission but not otherwise available within U.S. Nuclear Regulatory Commission.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

A.13 TERM OF BPA

This BPA expires on 03-01-2014 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the U.S. Nuclear Regulatory Commission/Contracting Officer if at any time prior to 03-01-2014 the GSA Contract, upon which this BPA is based, is

no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the U.S. Nuclear Regulatory Commission Contracting Officer.

A.14 OBLIGATION OF FUNDS

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

A.15 AUTHORIZED USERS

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

A.16 INVOICES

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

A.17 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.18 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.

A.19 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

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

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

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

A.20 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: April Bucher 301-415-5142
Rick Daniel 301-415-6319

Address: U.S. Nuclear Regulatory Commission
Mail Stop: (April Bucher) O13-C2
Mail Stop: (Rick Daniel) O13F-15M
11555 Rockville Pike
Rockville, MD 20852

(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.

A.21 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Paul Bailey

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

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

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

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

A.22 52.232-16 PROGRESS PAYMENTS (AUG 2010)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans 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 total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by paragraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in paragraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress 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. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

A.23 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

A.24 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.

A.25 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.26 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

A.27 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.

A.28 ATTACHMENTS

Attachment No. 1	Monthly Status Report
Attachment No. 2	Non-Power Reactor License Renewal Rulemaking Regulatory Basis
Attachment No. 3	Fixed Price Billing Instructions
Attachment No. 4	Subpart 2009.5 Organizational Conflicts of Interest
Attachment No. 5	Sample Task Order

FY2013	10/12	11/12	12/12											Total
Planned														
Revised Plan														
Actual														

B. Efforts Completed/Schedule Milestone Information

Subtask	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date
1	xxx	09/30/2009		
2				

C. Work Performed

Work under this task order is XX percent complete.

D. Problem/Resolution

E. Travel for This Period

Name	Start Date	End Date	Destination

F. Plans for Next Period

G. Staff Hour Summary

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status
1	xxxx	100	50	100% Completed
	xxxx		50	
2	xxxx	120	25	25% complete
	xxxx		0	

LICENSE FEE RECOVERY COST STATUS

Contract No:
Job Code:
Title:

Task / Task Order	Facility Name and Unit	Docket Number	Identification (TAC) Number	Costs	
				Period	Cumulative

Common Costs

_____ No license fee recoverable costs were incurred during the reporting period.

ATTACHMENT 2

Regulatory Basis For: Non-Power Reactor License Renewal Rulemaking

Date: XX/XX/XXXX

- I. Explain why the current regulation is insufficient and provide information that supports the decision to undertake rulemaking. Include calculations, descriptions of scientific or engineering analysis or research undertaken for technical issues. For security issues, include an evaluation of vulnerabilities, mitigating measures that address the vulnerabilities, and why mitigating measures are adequate. Do not include classified and/or safeguards information in the discussion. However, there should be adequate information to convey the reasoning for the rulemaking.
 - a. Provide a clear and concise description of the condition to be remedied and why it needs to be remedied.
 - b. Describe the parameters to be evaluated, their ranges and uncertainties.
 - c. Describe what new information brings into question the adequacy of the current regulation. Describe what has changed that causes the current regulation to be insufficient.
 - d. Describe what regulatory insufficiency needs to be addressed.
 - e. Explain limitations on the scope and quality of the regulatory basis as it relates to this section.

- II. Explain how a change in the regulations will resolve the issue. Information may be derived from; a previously approved license amendment or an exemption request with a safety evaluation report, an NRC-approved industry topical report, an existing voluntary consensus standard by groups, a staff or contractor prepared NUREG report, and draft papers or other underlying staff documents supporting staff positions and associated requirements.
 - a. Describe how the change in regulations will resolve the conditions identified to be remedied.
 - b. Discuss the conclusion reached and the logic used to conclude that the issuance of a proposed rule is appropriate and justified.
 - c. Discuss NRC policy issues and cite the source(s). For each identified policy issue consider if the policy issue would affect the initiation of the proposed rule and if there are potential conflicts between different policy issues that need to be resolved prior to the initiation of the proposed rule.
 - d. Discuss the relevant legal issues and cite the source(s). For each legal issue identified, consider if the legal issue could affect the initiation of the proposed rule and if the legal issue needs to be resolved prior to the initiation of the proposed rule.

- e. Provide draft proposed rule language. Discuss changes made to the draft proposed regulatory language due to public feedback and identify conforming changes that need to be made to other sections of the regulations.
- f. Describe and identify affected licensees. The justification must identify the number and types of applicants and/or licensees affected by the proposed rulemaking to determine whether the rulemaking is the most efficient approach to accomplish the goal.
- g. Provide guidance for implementation of the new regulations.
- h. Discuss safety goals on how proposed rulemaking will support the Strategic Plan goals of safety and security, as well as their associated strategic outcomes.

III. Explain why the following alternatives to rulemaking cannot resolve the problem.

- a. Issue a generic communication (e.g., Regulatory Issue Summary, Generic Letter, or Bulletin)
- b. Revise regulatory guidance documents
- c. Revise a Standard Review Plan
- d. Issue plant-specific exemptions
- e. Clarify inspection modules
- f. Revise enforcement guidance
- g. Orders

IV. Discuss stakeholder involvement

- a. Discuss stakeholder involvement in development of the regulatory basis.
- b. Identify the individuals and groups who participated in the regulatory basis development.
- c. Discuss the industry's position on the issue(s).
- d. Discuss the public's position on the issue(s).

V. Provide the following analysis for the regulatory basis.

- a. Determine if the proposed requirement is a backfit.
- b. Determine if a safety goal evaluation applies. If it does, then discuss if the proposed rulemaking generally imposes requirements on nuclear power plants that already

have an acceptable low residual risk and the changes in core damage frequency or large early release frequency.

- c. Determine whether an environmental analysis will be required. If required, explain why an EIS or an EA is needed. If not required, explain why a categorical exclusion applies.
- d. Determine whether there are information collection requirements. If so, they need to be justified. If the proposed rule will contain new or amended information collection requirements, then the justification must describe the recordkeeping, reporting, or third party information collection requirements and must describe if the proposed information collection requirements will result in an increase or decrease in burden hours (also provide their estimates if preliminary data is available).
- e. Discuss impacts the proposed rule will have on licensees based on the rulemaking concept envisioned.

Consider the following:

- Will there be any adverse impacts on the licensee's activities that may impact safety, security or emergency preparedness (this can include increased demands on people, increased complexity on operations or on design, etc.)
- Will there be any increase or decrease in burdens placed on the licensees, such as a need for any of the following?
 - modification of structures, systems, and components
 - license amendments
 - changes to the licensees' fire protection program
 - engineering evaluations
 - procedural changes and associated training on the changes
 - additional testing, maintenance, or surveillance requirements
 - compliance with the regulations (i.e., performance based)
 - other types of resources
- Will the proposed rule be a net burden increase, decrease, or neutral?

- f. Discuss the impacts the proposed rule will have on public health and safety.
- g. Discuss the impacts the proposed rule will have on State, local, or tribal governments.
- h. Discuss the impacts the proposed rule will have on the NRC.
 - Will regulatory compliance be more easily assessed?
 - Will staff processing times of exemptions or amendments be reduced?
 - How will the staff's receipt and/or review of records be affected?
 - How will licensee's inspections be affected?
 - How will enforcement be affected?
 - Would any training be needed?
 - How will resources be affected?
 - What work may be delayed or dropped?

i. Discuss any additional NRC effort that might be needed if the proposed rule is initiated.

Consider the following issues among others:

- Verification of licensee compliance
- Revision of Standard Review Plan
- Revision of inspection guidance
- Other internal processes

VI. Determine if a peer review of the regulatory basis is needed and provide a write-up of their findings.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

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

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

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

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

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

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

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

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

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

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

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

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor'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 contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. 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).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice 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.

Subpart 2009.5 Organizational Conflicts of Interest

§2009.500 Scope of subpart.

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

§2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

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

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

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

§2009.570-2 Definitions.

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

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

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

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

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

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

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

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

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

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

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

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

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

(a) General.

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

- (i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?
- (ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

developed about the performance of the reactor component under the contract, is proposed to be used.

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

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

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

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

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

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

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

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

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

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

(d) Other considerations.

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

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

§2009.570-4 Representation.

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

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

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

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

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

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

§2009.570-5 Contract clauses.

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

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

neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

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

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

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

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

§2009.570-7 Conflicts identified after award.

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

§2009.570-8 Subcontracts.

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

§2009.570-9 Waiver.

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

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

(1) The work to be performed under contract is vital to the NRC program;

(2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

§2009.570-10 Remedies.

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