

<b>AWARD/CONTRACT</b>		<b>1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)</b>		<b>RATING</b> N/A	<b>PAGE OF PAGES</b> 1 68
<b>2 CONTRACT NO</b> (Proc Inst Ident) NRC-HQ-12-C-42 0093		<b>3 EFFECTIVE DATE</b> Sep 28, 2012		<b>4 REQUISITION/PURCHASE REQUEST/PROJECT NO</b> NRR-12-122 Dated: 4/3/2012	
<b>5 ISSUED BY</b> U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Matthew J. Bucher, 301-492-3485 Mail Stop: TWB-01-B10M Washington, DC 20555		<b>CODE</b> 3100	<b>6 ADMINISTERED BY</b> (If other than item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		

<b>7 NAME AND ADDRESS OF CONTRACTOR</b> (No. street city county State and ZIP Code)  INFORMATION SYSTEMS LABORATORIES, INC.  10070 BARNES CANYON RD SAN DIEGO CA 921212722		<b>8 DELIVERY</b>  <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
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<b>9 DISCOUNT FOR PROMPT PAYMENT</b>		<b>10. SUBMIT INVOICES</b> (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN 12		<b>ITEM</b>
<b>CODE</b>	<b>FACILITY CODE</b>	<b>12. PAYMENT WILL BE MADE BY</b> Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX:		<b>CODE</b> 3100

<b>13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(4)		<b>14. ACCOUNTING AND APPROPRIATION DATA</b> 1012-25-17-4-151 Q4026 252A 31X0200.225 FAIMS:121742-001 NAICIS Code: 541690 PSC: R421 DUNS:107928806 Obligates: \$100,000.00	
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Description of Services This is a Cost Plus Fixed Fee (CPFF), Indefinite Delivery Indefinite Quantity (IDIQ) Task Ordering Contract. Title: "Technical Assistance is Support of Design Certification Early Site Permit, Combined License, Environmental, and pre-application activities related to New Reactor License Applications for the AP-1000. The minimum guarantee of \$150,000.00 shall be fulfilled as stated in clause B.2, Consideration and Obligation, paragraph C.					

<b>15G. TOTAL AMOUNT OF CONTRACT</b>	\$27,005,158.00
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

<b>17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		<b>18. <input type="checkbox"/> SEALED-BID AWARD</b> (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary (Block 18 should be checked only when awarding a sealed-bid contract.)	
<b>19A. NAME AND TITLE OF SIGNER</b> (Type or print) BRUCE B. Mrowca SR. V.P.	<b>19B. NAME OF CONTRACTOR</b> BY _____	<b>19C. DATE SIGNED</b> 9/21/2012	<b>20A. NAME OF CONTRACTING OFFICER</b> Donald A. King Contracting Officer <b>20B. UNITED STATES OF AMERICA</b> BY _____
		<b>19D. DATE SIGNED</b> 9/19/2012	<b>20C. DATE SIGNED</b> 9/19/2012

SEP 26 2012

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

ADM002

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**PRICE/COST SCHEDULE****PERIOD OF PERFORMANCE:** Sixty (60) Months after Contract Award**BASE PERIOD ONE:**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	ESTIMATED FEE	TOTAL ESTIMATED COST AND FIXED FEE
0001	Provide Technical Assistance in Support of Design Certification ( <b>DC</b> ), Early Site Permit ( <b>ESP</b> ), Combined License ( <b>COL</b> ), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the AP 1000 Design Center on Task Order basis from date of contract award for twelve (12) months.			\$5,245,996.00

**BASE PERIOD TWO:**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	ESTIMATED FEE	TOTAL ESTIMATED COST AND FIXED FEE
0002	Provide Technical Assistance in Support of Design Certification ( <b>DC</b> ), Early Site Permit ( <b>ESP</b> ), Combined License ( <b>COL</b> ), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the AP 1000 Design Center on a Task Order basis from the (13) Month through the twenty-fourth (24) month.			\$5,404,252.00

**BASE PERIOD THREE:**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	ESTIMATED FEE	TOTATL ESTIMATED COST AND FIXED FEE
0003	Provide Technical Assistance in Support of Design Certification ( <b>DC</b> ), Early Site Permit ( <b>ESP</b> ), Combined License ( <b>COL</b> ), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the AP 1000 Design Center on a Task Order basis from the twenty-fifth (25)month through the thirty-sixth (36) month.			\$5,258,357.00

**BASE PERIOD FOUR:**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	ESTIMATED FEE	TOTATL ESTIMATED COST AND FIXED FEE
0004	Provide Technical Assistance in Support of Design Certification ( <b>DC</b> ), Early Site Permit ( <b>ESP</b> ), Combined License ( <b>COL</b> ), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the AP 1000 Design Center on a Task Order basis from the thirty-seventh (37)month through the forty-eighth (48) month.			\$5,416,707.00

**BASE PERIOD FIVE:**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	ESTIMATED FEE	TOTAL ESTIMATED COST AND FIXED FEE
0005	Provide Technical Assistance in Support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the AP 1000 Design Center on a Task Order basis from the forty-eighth (48) month through the sixty (60) month.			\$5,579,846.00

**Travel Cost: Covers the entire sixty (60) month period of Performance**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED TOTAL
0006	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/receipts attached to the invoice. No payment shall be made without back up documentation/receipts. NTE Local Travel	\$100,000.00

**Total Estimated Cost Plus Fixed Fee Years 1 thru 5 Plus Travel \$27,005,158.00**

**B.1 BRIEF DESCRIPTION OF WORK (AUG 2011) ALTERNATE I (AUG 2011)**

(a) The title of this project is: Technical Assistance supporting AP-1000 License Review

(b) Summary work description:

The Contractors shall provide support in a wide range of technical and scientific disciplines, in accomplishing work related activities aimed at ensuring the overall safety, security and adequacy of nuclear power plant design, construction, and operations. The scope of work involves placement of task orders.

(c) Orders will be issued for work in accordance with 52.216-18 - ORDERING.

**B.2 CONSIDERATION AND OBLIGATION-INDEFINITE-QUANTITY CONTRACT (AUG 2011)**

(a) The estimated total quantity of this contract for the products/services under this contract is \$27,005,158.00.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The minimum guarantee under this contract is \$150,000.00. The minimum guarantee shall be fulfilled by the \$100,000.00 obligated on the contract and \$50,000.00 obligated on the first task order being awarded at the same time as the contract.

(d) The obligated amount for this contract is \$100,000.00.

(e) A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully-funded task orders and 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.



## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### 1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) regulates the construction and operation of new commercial nuclear power facilities. Office of New Reactors (NRO) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's future energy needs. The NRO's Division of New Reactor Licensing (DNRL) supports the mission to protect public health, safety, and the environment by leading and managing the activities associated with licensing of new nuclear power plants. The Office of Nuclear and Incident Response (NSIR), the Divisions of Security Policy and Preparedness/Response supports matters related to security, incident preparedness and response. Together, NRO/DNRL and NSIR implement regulations and develop and implement policies, programs, and procedures pertaining to all aspects of licensing and inspection of these facilities. The NRO/DNRL and NSIR activities for new reactor licensing includes reviews of applications for reactor design certifications (DCs), early site permits (ESP), combined license (COL) applications, environmental reviews, and new reactor pre-application activities.

NRC anticipates the continued review of COL applications over the next several years and the number may grow. Included in these applications are five design centers (ABWR, AP1000, ESBWR, EPR and USAPWR). Substantial assistance is needed to prepare for and review these applications. NRO/DNRL has developed the infrastructure needed to review these new reactor applications.

The NRC strategy of using the Design-Centered Review Approach (DCRA) referenced in the Regulatory Issue Summary (RIS-07-08), "Updated Licensing Submittal Information to Support the Design-Centered Licensing Review Approach," dated April 16, 2007 shall continue. The DCRA is based on a concept of industry standardization of COL applications referencing a particular reactor design. This approach uses, to the maximum extent practical, a "one issue, one review, one position" strategy in order to optimize the review effort, the resources needed to perform these reviews, and the review schedules. One technical review will be conducted for each reactor design issue and use of this one decision will support the decision on a DC and on multiple COL applications.

For the DCRA to be fully effective, it is essential that applicants referencing a particular design standardize their applications to the maximum extent practicable (standardize design features, analyses, assumptions, and methods) such that the technical review and decisions are made against a standard application, known as the reference COL (R-COL) application. If this is done, those decisions will be applicable to subsequent COL (S-COL) applications that reference the standard. The NRC's DCRA uses the DC review or the review of the R-COL as the basis for acceptance. The DC or R-COL application review will identify those technical areas to be considered standard for a given design. S-COL applicants who use the standard application and actively work with the R-COL applicant to standardize will significantly benefit from the DCRA and the goal of having "one issue, one review, one position" for multiple COL applications.

These types of licensing review and process activities must be fully identified, developed, coordinated and scheduled for the new reactors review program to be successful. Toward that end, staff has developed detailed Enterprise Project Management (EPM) production schedules of tasks and subtasks.

NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants," exists for the guidance of staff reviewers in NRO for performing safety and security reviews of applications to construct or operate nuclear power plants and the review of applications to approve standard designs and sites for nuclear power plants. The principal purpose of the Standard Review Plan (SRP) is to assure the quality and uniformity of staff safety reviews. It is also the intent of the SRP to make information about regulatory matters widely available and to improve communication between the NRC, the nuclear power industry, and interested members of the public, thereby increasing understanding of the review process.

An Environmental Safety Review Plan (NUREG-1555), "Standard Review Plans for Environmental Reviews for Nuclear Power Plants: Environmental Standard Review Plan" is prepared for the guidance of staff reviewers in performing environmental reviews of applications related to nuclear power plants. The ESRPs are companions to regulatory guides that address siting and environmental issues. As with NUREG-0800 the purpose of the ESRP is to assure the quality and uniformity of environmental reviews.

## **2.0 CONTRACT OBJECTIVES**

The Contractor shall provide qualified, competent, and fully trained personnel to perform the required technical assistance and support services under this contract.

## **3.0 SCOPE OF WORK**

The Contractor(s) shall provide support in a wide range of technical and scientific disciplines, in accomplishing work related activities aimed at ensuring the overall safety, security and adequacy of nuclear power plant design, construction, and operations.

The scope of work involves placement of task orders under specific tasks shown below. Specific performance standards are delineated in Section 5.0, Performance Standards.

The contractor will be responsible for task orders issued under the design center for this contract. The task orders will be either generic or site specific in nature.

## **4.0 SPECIFIC TASKS**

To perform the tasks described in Section 4.0, expertise is needed in the following areas: Pre-Application; Design Certification; Early Site Permits and Environmental Impact Statements; Combined License; Regulatory Infrastructure; and Litigation Support.

### **4.1 TASK 1 PRE-APPLICATION**

**Requirements:** The Contractor shall provide technical assistance services that involve or relate to analyses and providing information that will assist NRC in the review of design-specific and other documentation in support of DC, ESP, COL and Environmental Review activities. These assistance requirements may include topical report review; acceptance review; COL application template development, office instruction development; Construction Inspection Procedure program interface and support; NUREG-0800, 10 CFR Part 52 (<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>, <http://www.nrc.gov/reading-rm/doc-collections/cfr/part052/>) rulemaking and other rulemaking as necessary; and interactions with stakeholders through communication plans, site audits and public/closed meetings.

**Deliverables:** The Contractor shall develop documentation to address their comments and submit written reports as required to state findings. This documentation will be provided to the Contracting Officer's Representative (COR) as stated in the individual task orders.

**Acceptance Criteria:** Any written comments or requests for additional information (RAI) on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.

**Additional Guidance and/or References:** The Contractor shall reference Section 8.4 of the SOW regarding access controls for sensitive information.

#### 4.2 TASK 2 DESIGN CERTIFICATIONS (DC)

**Requirements:** The Contractor shall coordinate and administer the DC process by supporting an acceptance review, a technical review, and a rulemaking to certify the design. This will require reviewing final design information with Inspections, Tests, Analyses and Acceptance Criteria (ITAAC), postulated site parameters, interface requirements, resolution of severe accident issues, and advanced reactor testing requirements.

**Deliverables:** The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the COR. Further, any RAI and Safety Evaluation Reports (SER) generated as a result of these reviews will be provided to the COR for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation shall be provided to the COR on the schedule stated in the individual task orders.

**Acceptance Criteria:** Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.

**Additional Guidance and/or References:** The Contractor shall utilize NUREG-0800 and NUREG-1555 as necessary to support the safety, security and environmental reviews. (<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>, <http://www.nrc.gov/reading-rm/doc-collections/cfr/part052/>)

#### 4.3 TASK 3 EARLY SITE PERMITS (ESP) / ENVIRONMENTAL IMPACT STATEMENTS (EIS)

**Requirements:** The Contractor shall provide technical assistance in the review of the safety and environmental portion of new reactor licensing applications. These reviews include preparation of draft EISs for NRC staff consideration, interfacing with applicants, coordination

with state and federal agencies, and supporting public meetings and site audits. Also the contractor shall support the safety, security and environmental portion of the mandatory hearing on new reactor licensing; site safety reviews; emergency preparedness reviews; evacuation time estimates; environmental protection reviews; environmental assessments for DCs and other new reactor rulemaking activities.

**Deliverables:** The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the COR. Further, any RAIs and SERs generated as a result of these reviews will be provided to the COR for processing. This documentation will be provided to the NRC on the schedule stated in the individual task orders.

**Acceptance Criteria:** Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.

**Additional Guidance and/or References:** The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety, security and environmental reviews.  
(<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>, <http://www.nrc.gov/reading-rm/doc-collections/cfr/part052/>)

#### 4.4 TASK 4 COMBINED LICENSE (COL)

**Requirements:** The Contractor shall provide technical assistance support of COL for new reactors. It is noted that the COL may reference an ESP, a standard DC, both, or neither. The Contractor will support the necessary reviews to resolve all safety, security and environmental issues to allow the NRC to authorize construction and conditional operation including ITAAC and license amendments. The Contractor shall also review financial qualifications, decommissioning funding assurances, need for power, capitalization, construction design engineering inspections including onsite inspections, preoperational/start-up testing, and nondestructive examination, operator licensing/examiner support, design acceptance criteria (DAC) and ITAAC inspection and security requirements for the COL.

**Deliverables:** The Contractor shall utilize NUREG-0800 and NUREG-1555 (<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>, <http://www.nrc.gov/reading-rm/doc-collections/cfr/part052/>) as necessary to affect the safety, security and environmental reviews. The results of any non-conformance to these regulatory references will be documented in memoranda and transmitted to the PO. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation will be provided to the PO on the schedule stated in the individual task orders.

**Acceptance Criteria:** Any written comments or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the-PO.

**Additional Guidance and/or References:** The Contractor shall utilize NUREG-0800 and NUREG-1555 (<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>, <http://www.nrc.gov/reading-rm/doc-collections/cfr/part052/>) as necessary to support the safety

and environmental reviews. The Contractor shall utilize the appropriate Inspection Manual Chapters to support any inspection activities.

#### 4.5 TASK 5 REGULATORY INFRASTRUCTURE

**Requirements:** The Contractor shall provide technical assistance in developing and reviewing the required infrastructure to support the DC, COL and ESP applications. This may require assisting the staff in updating office instructions, NUREG-0800, NUREG-1555, 10 CFR Part 52, (<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>, <http://www.nrc.gov/reading-rm/doc-collections/cfr/part052/communication> plans, reviewing industry documentation, developing templates and licensing procedures, providing continuity assurance, and supporting public and closed meetings.

**Deliverables:** The Contractor shall document their reviews and submit written reports as required to support their findings. This documentation will be provided to the COR as stated in the individual task orders.

**Acceptance Criteria:** Any written reviews or reports on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.

**Additional Guidance and/or References:** The Contractor shall reference Section 8.4 of the SOW regarding access controls for sensitive information.

#### 4.6 TASK 6 LITIGATION SUPPORT

**Requirements:** The Contractor shall provide litigation support at hearings and other similar processes. This includes, but is not limited to: providing written documentation of work performed during technical reviews; providing expert testimony and reports; reviewing and analyzing expert testimony/reports of other parties in the litigation.

**Deliverables:** The Contractor shall document their reviews and submit written reports as required to support their findings, and provide expert testimony.

**Acceptance Criteria:** Any written reviews or reports on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.

**Additional Guidance and/or References:** The Contractor shall reference Section 8.4 of the SOW regarding access controls for sensitive information.

#### 5.0 GENERIC WORK REQUIREMENTS

The Contractor shall provide support in the following areas related to new reactor activities: (Additional information related to new reactor licensing can be found at <http://www.nrc.gov/reactors/new-reactors.html>):

- (a) Support revision to regulatory documents as assigned to support application reviews (e.g., NUREG-0800, 10 CFR Part 52(<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800/>, <http://www.nrc.gov/reading-rm/doc-collections/cfr/part052/>and related guidance);

- (b) Support reviewing, assessing and evaluating submittals (license applications, technical reports, safety analyses, topical reports, amendments, and similar documents for new license applications) and prepare RAIs for NRC consideration if necessary (see Attachment 1 for guidance for the development of RAIs for COL applications);
- (c) Prepare input to SERs by utilizing NRC provided templates and instructions;
- (d) Prepare for and travel to a plant site(s) to participate in audits, inspections, and attend meetings at NRC locations with licensees and/or reactor vendors;
- (e) Support conduct of reviews of new reactor designs, assist in siting issues, and provide support for any required regulatory development; and
- (f) Support rulemaking activities.

The task orders will be placed by the Contracting Officer (CO). The Contractor shall submit a technical and cost proposal in response to the task order Request for Proposal. The Contractor shall perform each task order in accordance with the final project plan approved by the COR and the EPM schedule. Should a conflict between the project plan and EPM schedule exist, the EPM schedule will take precedence.

The Contractor shall follow a quality control plan which outlines the procedures and system they will use for document version control, technical input tracking, change management, and technical and editorial reviews. The Contractor shall organize, track, and manage changes and risks in a structured, systematic, and transparent manner, throughout the review and production of each deliverable. Further information regarding the staffing plan and project plan are provided in Attachments 2 and 3.

## **6.0 PERSONNEL QUALIFICATIONS**

All personnel performing work under this contract shall have pertinent technical experience by discipline and technical area, including Contractor Project Managers and team members, as shown in section 6.1 and 6.2. Experience in these disciplines and technical areas must be related to the design, construction, operation, maintenance, security, inspection and environmental review of nuclear power plants. Emphasis is placed on experience that is related to safety, security, and environmental impact where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed.

It is the responsibility of the Contractor to propose technical staff, employees, subcontractors or specialists who have the required educational background, experience, security clearance and/or access authorization or combination thereof, to meet both the technical and regulatory objectives of the work specified in the task order statement of work (SOW). The number of personnel required will vary during the course of the contract. The availability of qualified Contractor personnel, who shall possess the minimum experience, educational background, and combination thereof, will be negotiated on each task order.

### **6.1 CONTRACTOR PROJECT MANAGER**

The Contractor shall provide a responsible Project Manager, who shall possess, at a minimum, a Bachelor's Degree in Engineering or Science and seven years of direct project management experience in professional commercial nuclear support services. This individual shall also be considered as key personnel under the contract and serve as primary contact. As a minimum the Contractor's Project Manager shall have the following responsibilities:

- (1) oversight responsibility for all task orders placed under this contract;
- (2) oversight responsibility for the efforts and access authorization of any Contractor team that is assembled for each task order placed under any resultant contract;
- (3) perform other project management duties that are necessary for the successful completion of task orders and overall contract requirements;
- (4) ensure the quality and schedule of deliverables so that all information and data are accurate and complete in accordance with the SOW for each task order; and
- (5) interface closely with the COR.

## **6.2 REQUIRED TECHNICAL DISCIPLINES AND SPECIALIZED TECHNICAL AREAS**

The Contractor shall provide:

(a) Engineering and Scientific Disciplines Required:

(A minimum of a Bachelor's Degree in Engineering/Science or equivalent experience and at least seven years direct nuclear power related experience in each of the disciplines is required.)

Mechanical Systems  
Nuclear Systems  
Chemical Systems  
Specialized Nuclear power Plant Related Systems, Structures, or Components Expertise  
Electrical Systems  
Structural and System Materials  
Thermal Hydraulics and Fluid Dynamics  
Reactor Systems  
Reactor Physics  
Reactor Fuel and Fuel Cycle  
Risk and Reliability  
Severe Accident Progression and Mitigation Alternatives  
Radiological Engineering and Waste Management  
Containment Systems  
Fire Protection  
Materials  
Licensing  
Computer Science  
Meteorology and Air Quality  
Site Hazards  
Hydrology and Water Resources  
Geology

Seismology  
Geotechnical  
Terrestrial Ecologist  
Aquatic Ecologist  
Health Physicist  
Transportation  
Socio-Economist  
Environmental Justice  
Benefits Assessment  
Demography, Socioeconomics and Environmental Justice  
Land Use Review  
Alternative Review  
Historic Review

(b) Specialized Technical Areas:

New Reactor Designs  
Risk and Reliability Assessment  
Fracture Mechanics  
Reactor Construction: management and inspection methods and techniques  
Reactor Design: inspection methods and techniques  
Reactor Core Analysis  
Computational Numerical Methods  
Reactor Fuel Mechanical Design  
Reactor Fuel Metallurgy  
Reactor Core Design  
Fuel Handling Systems  
Radioactive Source Term Assessment  
Emergency Preparedness  
Security Engineering  
Target Set Analysis  
Defensive Strategy Assessments  
Evacuation Time Estimates  
Accident Analysis  
Dose Assessment  
Atmospheric Dispersion: pertaining to radioactive materials and toxic chemicals  
Internet Software Development  
Planning and Scheduling  
Human Factors  
Equipment Qualification  
Chemical Engineering  
Fire Protection Engineering  
Instrumentation & Control  
Reactor Operations  
Operator Licensing  
Metallurgy  
Corrosion and Fatigue  
Construction Inspection  
Structural Analysis  
Site Characterization  
Environmental Reviews  
Economics



Document Management  
Knowledge and Information Management Systems  
Geographical Information Systems  
Text Editor  
Text Processor

## **7.0 PERFORMANCE STANDARDS**

Contractor performance for each task order will be evaluated based on meeting the performance standard established for each task order and shall be documented on the performance evaluation form (Attachment 4).

It should be noted that award of subsequent task orders will be based on the assigned contractors' ability to meet the schedule, milestones, and deliverable requirements of the preceding task orders.

The deliverables required under this contract shall conform to the standards contained, or referenced, in the SOW for each task order. The Performance Requirements Summary (Attachment 5) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to the review of new reactor applications using the standard review plan (NUREG-0800 and NUREG-1555). Individual task orders may modify the performance requirements depending on the task order scope of work.

## **8.0 QUALITY CONTROL**

All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC. A NUREG template will be used by all reviewers. Templates will be provided under each task order issued.

The Contractor shall develop and follow a quality control plan which outlines the procedures and system they will use for document version control, technical input tracking, change management, and technical and editorial reviews. The Contractor shall organize, track, and manage changes and risks in a structured, systematic, and transparent manner, throughout the review and production of each deliverable.

## **9.0 PROCEDURES FOR PLACING TASK ORDERS UNDER THIS PROJECT (See Section G.4)**

## **10.0 MEETINGS AND TRAVEL**

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work detailed in the task order statement of work. Prior to any trip taken during the period of performance under this contract that is within the work scope limits, the Contractor shall obtain approval from the COR or CO if the travel exceeds the total number of person-trips negotiated.

**11.0 NRC FURNISHED MATERIALS**

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC Furnished Materials Section of the task order. In general, the task order COR will provide those NRC documents related to the task order that are readily available. Contractor staff will identify any additional NRC documentation that is needed and the COR will determine whether it will be provided by NRC or obtained directly by Contractor from Agencywide Document Access Management System (ADAMS), the NRC Public Document Room, or the NRC public web site.

**12.0 LICENSE FEE**

Plant specific licensing actions are fee recoverable. Each task order will state whether or not the work is license fee recoverable.

**SECTION D - PACKAGING AND MARKING****D.1 PACKAGING AND MARKING (AUG 2011)**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows:

**D.2 BRANDING (AUG 2011)**

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:  
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE BY THE NRC (AUG 2011)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

52.246-5

INSPECTION OF  
SERVICES--COST-REIMBURSEMENT

APR 1984

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

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

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

**F.2 Technical Reporting Requirements**

Unless otherwise specified in a task order, the Contractor shall provide all deliverables as draft products. The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The Contractor shall revise the draft deliverable based on the comments provided by the COR, and then deliver the final version of the deliverable. When mutually agreed upon between the contractor and the COR, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement.

The contractor shall provide deliverables in hard copy and electronic formats. The electronic format shall be provided in MS Word or other word processing software approved by the COR. For each deliverable, the contractor shall provide one hard copy to the COR and an electronic copy to the COR and CO, unless specified otherwise in the task order. The schedule for deliverables shall be contained in the approved project plan for the task order effort.

The types, quantities, and distribution of the reports will be specified in each task order and shall be submitted by the contractor. Typically, the reports will involve:

**Technical Evaluation Report (TER):** Requests for this type of report are made when a formal report is required but the distribution is limited. As appropriate, the draft and final TERs will summarize the work performed, results attained, findings, conclusions and recommendations.

**NUREG/CR Report:** This is the most formal Contractor report and is requested when there is significant and important compilation of information and wide distribution of the

report as a stand-alone document is required and when the staff believes the document will be referenced frequently. NUREG/CR reports require the completion/execution of an NRC form 426A, to be completed by the Contractor and sent to the COR for processing. For further information refer to Management Directive 3.7, "NUREG-Series Publications"

**Trip Report:** In general, every trip for which results are not directly incorporated into either of the above types of reports should be documented in a short, concise trip report. Trips that are used as an input to an inspection report need not have a trip report (see the paragraph below).

**Technical Letter Reports:** All other reports and documents and other information (e.g., RAI, computer software, inspection report inputs) due to be delivered by the Contractor under the contract that do not fall under the other types of reports listed above are transmitted under the cover of a Technical Letter Report.

The transmittal letter and cover page of each report or deliverable shall reference the contract number, the job control number (JCN), task order number and title, NRC technical assignment control (TAC) number or inspection report number, and the facility name and docket number, as appropriate. Certain deliverables may need to be prepared in NUREG or NUREG/CR format. If proprietary or other sensitive information will be included in the report, the report will identify the proprietary or other sensitive information and specify the means of handling this information.

The decision, determination, or direction by the NRC that information Possessed, formulated or produced by the contractor constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing work under this contract, the contractor shall clearly mark sensitive unclassified and safeguards information, to include for example, "OUO-Allegation Information" or "OUO-Security Related Information" on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 "Safeguards Information") in maintaining these records and documents. The contractor shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6. Some reports containing sensitive information will require the contractor to access NRC's Safeguards Information Local Area Network and Electronic Safe (SLES). The contractor shall coordinate with the COR for access to SLES.

Results of this work, other than pre-decisional, proprietary or sensitive information, may be published in the open literature provided the speech, article, or paper has been reviewed and approved by the COR and by the appropriate NRC official prior to its presentation or submission in accordance with procedures established in NRC Management Directives 3.10, "NRC Contractor Unclassified Papers, Journal Articles and Press or Other Media Releases on Regulatory and Technical Subjects." All requests for approval will be sent to the NRC CO with a copy sent to the task order COR. It is recognized that the NRC requires as a minimum that the paper include the statement, "Work Supported by the U.S. Nuclear Regulatory Commission." In

addition, the Contractor will coordinate with the CO and COR to determine whether any additional caveats or disclaimers are necessary.

### **F.3 TECHNICAL PROGRESS REPORT**

#### **Monthly Letter Status Report (MLSR)**

The Contractor shall provide a Monthly Letter Status Report (MLSR) by the 20th of each month (See Attachment 6). The report shall provide the technical and financial status of the effort. The Contractor shall transmit the report electronically (by e-mail) to the CO and COR and for each task order. See Attachment 6 for format and content of the MLSR.

The technical status section of the report shall contain a summary of the work performed under each task order during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

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, broken down by direct and indirect costs, 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 and each task order. Additionally, the report shall address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The report should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

### **F.4 FINANCIAL STATUS REPORT**

#### **Electronic Spending Plan**

The contractor shall submit the Electronic Spending Plan on a monthly basis as specified in the Instruction & Logistics sheet of the Excel file (See Attachment 7). This file shall remain in electronic form and shall be sent as a separate file in an e-mail to the CO and COR.

#### **E-mail progress report**

If required under an individual task order, an e-mail shall be provided to the CO and COR which gives the task order title, task (or subtask) percent complete for each task order, and the corresponding funding percent depleted for each task order and the contract on a once per two week basis.

### **F.5 DELIVERY SCHEDULE**

The delivery schedule shall be specified in individual task orders.

#### **F.6 PLACE OF DELIVERY--REPORTS (AUG 2011)**

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

Name: Rachel Glaros (1 electronic copy)  
Contracting Officer's Representative (COR)  
U.S. Nuclear Regulatory Commission

Address:

U.S. Nuclear Regulatory Commission  
Washington, DC 20555

Electronic copies to:

[Rachel.Glaros@nrc.gov](mailto:Rachel.Glaros@nrc.gov)

Name: Matthew J. Bucher (1 electronic copy)  
Administrative Contracting Officer (ACO)  
U.S. Nuclear Regulatory Commission

Address:

U.S. Nuclear Regulatory Commission  
Div. of Contracts

Mail Stop: TWB-01-B10M

Washington, DC 20555

[Matthew.Bucher@nrc.gov](mailto:Matthew.Bucher@nrc.gov)

#### **F.7 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE I (AUG 2011)**

The ordering period for this contract shall commence on effective date signed by contracting officer and will expire sixty (60) months after effective date. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See FAR 52.216-18 - Ordering).



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

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

Name: Rachel Glaros

Address: US. Nuclear Regulatory Commission  
Office of New Reactors  
11545 Rockville Pike, M/S T9F29  
Rockville MD 20852

Telephone Number: 301-415-3672

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G.3 2052.216-71 INDIRECT COST RATES (JAN 1993)**

(a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

INDIRECT COST POOL	RATE	BASE	PERIOD
Overhead	65%	Direct Labor	Award-until revised by CO.
Material/Subcontracts OH	5%	Material/Subs Costs	Award-until revised by CO.
G&A Expense	31%	Total Value Cost	Award-until revised by CO.
Fringe Expense	52%	Direct Labor	Award-until revised by CO.

(b) The contracting officer may adjust these rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

#### **G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

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

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

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

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

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

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;

- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

#### **G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

#### **G.6 ORDERING PROCEDURES (AUG 2011)**

- (a) The CO is the only individual who can legally obligate funds and commit the NRC.
- (b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.
- (c) In accordance with FAR 16.506(b), the following ordering limitations apply:

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of \$5,000,000.00;
- (2) Any order for a combination of items in excess of \$5,000,000.00; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

The Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

### G.7 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the 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

### G.8 TASK ORDER PLACEMENT PROCEDURES

This is one of four awards resulting from multiple solicitations. Each of the contracts is for the support of task orders related to a specific reactor design center: Advanced Plant 1000 (AP1000), Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR), and the Evolutionary Power Reactor (EPR).

Each of the four selected contractors will primarily be responsible for all task orders issued under a particular design center for which they were awarded a contract. A small percentage of the work will be generic, **expertise specific** or site specific in nature. Items listed in the Statement of Work, Section 3.1, Pre-Application, is an example of this type of work. In addition, some environmental **and technical** aspects of the review will also be in this category. To the extent practicable, tasks will be awarded against the site where a given design center is located, to be consistent with the DCRA. **Exceptions to this process are delineated in the Single Source clarifications below.**

The agency reserves the right to issue identical task orders to all contractors if it best serves project needs. For selected tasks issued to all design centered contractors the agency will establish the ability to choose the most qualified contractor on a case basis. Specific qualifications will be sought on an as required basis and following an internal evaluation the most qualified contractor will be awarded the task.

However, in situations where (1) a particular task order is not design center specific; and/or (2) a contractor selected for a particular design center can not perform work on a particular task order due to workload/performance issues, the Government will place such task orders in accordance with Federal Acquisition Regulation (FAR) 16.505, and the following fair opportunity procedures will be used:

(1) Fair opportunity (Non Design Center Specific Orders).

(a) The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple task-order contracts, except as provided for in paragraph entitled "Single Source" below.

(b) The contracting officer will use streamlined procedures, including oral presentations on occasion. In addition, the contracting officer may not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process.

(c) The contracting officer will consider the following before award:

(1) Past performance on earlier orders under the contract, including quality, timeliness and cost control;

(2) Potential impact on other orders placed with the contractor;

(3) Minimum order requirements;

(4) The amount of time contractors need to make informed business decisions on whether to respond to potential orders;

(5) Whether contractors could be encouraged to respond to potential orders by outreach efforts to promote exchanges of information, such as—

(i) Seeking comments from two or more contractors on draft statements of work;

(ii) Using a multiphased approach when effort required to respond to a potential order may be resource intensive (e.g., requirements are complex or need continued development), where all contractors are initially considered on price considerations (e.g., rough estimates), and other considerations as appropriate (e.g., proposed conceptual approach, past performance). The contractors most likely to submit the highest value solutions are then selected for one-on-one sessions with the Government to increase their understanding of the requirements, provide suggestions for refining requirements, and discuss risk reduction measures.

(d) Formal evaluation plans or scoring of offers are not required.

When one of the exceptions to the fair opportunity process, as stated in FAR 16.505(b)(2) applies, the Government will award task orders in accordance with the following procedures:

SINGLE SOURCE:

Situations exist where it is not cost effective for the agency to strictly adhere to the DCRA. Further there are generic requirements where a particular contractor is known by the agency to be the most qualified. As a result the agency reserves the right to steer tasks to the most qualified contractor.

(1) Unique technical disciplines or combinations of disciplines may call for placement of work when there is a reasonable basis to conclude the agency's minimum needs can only be satisfied by a contractor possessing the unique technical capabilities or a unique combination of technical skills and highly specialized experience necessary to undertake and successfully complete the project.

(2) Accrued knowledge may necessitate timely placement of work when another source cannot realistically perform the necessary work without expending significant time and effort to understand previous project work and achieve results that are essential to the successful completion of the current project phase.

Per FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under multiple delivery order contracts or multiple Task Order contracts if the Contracting Officer determines that –

(i) the agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays. In this event orders will be rotated among the contractors.

(ii) only one such contractor is capable of providing such supplies or services at the level of quality required because the services to be ordered are unique or highly specialized; or

(iii) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order, or

(iv) it is necessary to place an Order to satisfy a minimum guarantee.



**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise

dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

## **H.2 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

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

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

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

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

(c) Work for others.

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

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

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar

technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

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

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the

initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

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

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

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

Bruce Mrowca

Project Manager

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

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

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

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

#### **H.4 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (AUG 2007)**

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

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

#### **H.5 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (OCT 1999)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **H.6 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (AUG 2011)**

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the

NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building

access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Contracting Officer's Representative (COR) for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

#### **H.7 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (AUG 2011)**

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

#### SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/ order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to the NRC PO who will then

provide them to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

#### SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, through the NRC Contracting Officer's Representative (COR) to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

#### CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

#### H.8 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2011)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both

the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

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

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

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

#### **H.9 LICENSE FEE RECOVERY COSTS (AUG 2011)**

Included as an attachment are Billing Instructions for license fee recovery costs. A fee recovery report must be submitted by the contractor in conjunction with its monthly invoice.

#### **H.10 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)**

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

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

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

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

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

#### **H.11 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (AUG 2011)**

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

#### **H.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**



NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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

### **H.13 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)**

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

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

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

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

#### **H.14 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(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 entitled: "Your Rights Under the Energy Reorganization Act".

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

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

#### **H.15 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)**

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre- assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

#### **H.16 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements.  
<http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

**H.17 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC  
PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

**H.18 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (AUG 2011)**

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES**

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.210-1	MARKET RESEARCH	APR 2011
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-8	FIXED-FEE	JUN 2011
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE	JAN 2011

52.219-8	FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
	SMALL BUSINESS SUBCONTRACTING PLAN	
	ALTERNATE II (OCT 2001)	
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS	DEC 2010
	PARTICIPATION PROGRAM--DISADVANTAGED	
	STATUS AND REPORTING	
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH	OCT 2010
	DISABILITIES	
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES	AUG 2011
	TO BAN TEXT MESSAGING WHILE DRIVING	
52.225-5	TRADE AGREEMENTS	MAY 2012
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	JUN 2008
	PURCHASES	
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT	DEC 2007
	AND COPYRIGHT INFRINGEMENT	
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012
52.230-6	ADMINISTRATION OF COST ACCOUNTING	JUN 2010
	STANDARDS	
52.232-17	INTEREST	OCT 2010
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
	ALTERNATE I (FEB 2002)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL	OCT 2003
	CONTRACTOR REGISTRATION	
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.233-4	APPLICABLE LAW FOR BREACH OF	OCT 2004
	CONTRACT CLAIM	
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	SEP 2008
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987

52.244-2	ALTERNATE I (APR 1984) SUBCONTRACTS	OCT 2010
52.244-5	ALTERNATE I (JUNE 2007) COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

### I.2 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

#### (a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

#### (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)

Obtain from

OIG Hotline Poster

Administrative Contracting Officer

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

### **I. 3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government



official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

#### **I.4 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)**

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

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value means" the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

## **I. 552.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal

Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

(3) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request.

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

(b) Reimbursing costs.

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

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

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

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

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

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

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

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

monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the

Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

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

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

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

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

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

## **I. 652.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 9/28/2012 through 9/30/2017.

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

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

## **I.7 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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



(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I. 8 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

#### **I. 9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be

exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of contract expiration..

#### **I. 10 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 2008)**

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

#### **I.11 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes

specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541690 assigned to contract number NRC-HQ-12-C-42-0093.

[Contractor to sign and date and insert authorized signer's name and title].

#### **I.12 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

### **I.13 52.232-25 PROMPT PAYMENT (OCT 2008)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).



(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

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

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

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

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

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

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

## SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	Title:	# of Pages
1.	Guidance for the development of Requests For Additional Information for COLA Applications	4
2.	Staffing Plan	1
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4.	Performance Evaluation Plan	3
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7.	Electronic Spending Plan (Excel Spreadsheet)	
8.	Billing Instructions for Cost Reimbursement Type Contracts	8
9.	Subpart 2009.5 Organizational Conflicts of Interest	6
10.	NRC Form 187 Contract Security and/or Classification Requirements	2
11.	Sub-contracting Spending Plan	7
12.	Links to MD 12.1, 12.2, 12.3, 12.4 and 12.4 ( <a href="http://www.internal.nrc.gov/policy/directives/toc/md12.1.htm">http://www.internal.nrc.gov/policy/directives/toc/md12.1.htm</a> ) ( <a href="http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md12.2.pdf">http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md12.2.pdf</a> ) ( <a href="http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md12.3.pdf">http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md12.3.pdf</a> ) ( <a href="http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md12.4.pdf">http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md12.4.pdf</a> ) ( <a href="http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md12.5.pdf">http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md12.5.pdf</a> )	1

## Attachment 1-Guidance for Developing Request for Additional Information (RAIs)

### **Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications**

#### I. Purpose

This style guide provides guidance to NRC staff on the request for additional information (RAI) phase of the COL application review and may be provided to the appropriate contractor for their use in COL applications reviews.

#### II. Overview and Internal NRC Process

The branch seeking additional information prepares the questions, which are reviewed by the branch lead. The questions are forwarded to the project manager (PM). The PM reviews each question to ensure that he or she understands what information is sought, that the question is unambiguous, that the question includes an adequate basis, and that the information sought is necessary for the safety review. The PM may clarify the question but should obtain the concurrence of the technical branch reviewer if the change is of a technical nature. If not already assigned, the PM assigns a unique number to each RAI to link the RAI to a section of the COL application. The PM then forwards the questions to the applicant. The PM and review branch interact with the applicant as necessary to ensure that the applicant understands the questions or to give the applicant the opportunity to identify when the requested information is already available to the staff (i.e., in the UFSAR, Technical Specifications, or other docketed correspondence). Some RAIs are typically dropped during this interaction. The staff then formally transmits the RAIs to the PM, and the PM formally transmits the RAIs, along with any pertinent guidance (i.e., the date by which the applicant must respond) to the applicant.

#### III. RAI Guidance

1. An RAI should be limited to the scope of the Rule, 10 CFR Part 52.
  - a. An RAI should not imply that the current licensing basis (CLB) is inadequate. CLB issues should be addressed under Part 50.
  - b. An RAI should not request information that is already on the docket. Note that the draft RAIs occasionally contain information that is already on the docket if the information is not readily available to the staff. These draft RAIs are typically dropped during interactions with the applicants, as described above.
2. An RAI should include the appropriate basis for requesting the information. The basis should explain why the information is needed, including how it will be used to help make a reasonable assurance finding.

3. Judgmental language should be avoided.
  - a. Questions should not make adequacy determinations. Staff evaluations and conclusions belong in the SER.
  - b. Words like unacceptable, deficient, and deviation should be avoided. Likewise, avoid using phrases like the staff will require that since it is premature to require anything when you are asking questions.
4. Questions should be focused, not open-ended.
  - a. The RAI should be in the form of a question or an imperative to provide what is needed to satisfy the RAI. When the reviewer needs specific information or the underlying issue may not be apparent, the RAI should clearly identify the information requested and/or the underlying issue.
  - b. Questions should not pertain to information that is either already available (such as asking about plant technical specifications) or not the applicant's responsibility.
  - c. "If ... then" questions (questions that could lead to follow on questions) should provide both parts of the question.
  - d. Ask questions to clarify conflicting or contradictory statements in the application.

Note that reviewers' RAIs should be limited to their areas (e.g., hydrology reviewers shouldn't be asking seismology questions). If a reviewer has questions outside their review area, the reviewer must communicate the questions to the appropriate reviewers. The PM can coordinate this communication.

5. Assign each RAI a unique number that links the RAI to a section of the application.
  - a. If an RAI applies to a specific section of the SER, use the section number followed by a unique question number (e.g., the first question related to Section 3.3.4 would be numbered RAI 3.3.4-1).
  - b. If the RAI applies to more than one section of the SER, use the next higher section number (e.g., if a question is applicable to Sections 3.3.4, 3.3.5, and 3.3.6, assign the question to Section 3.3, such as RAI 3.3-1). The same RAI question should not be repeated in the various sections.

#### IV. Sample RAI

10 CFR 100.23 requires a probabilistic seismic hazard analysis or suitable sensitivity analysis in order to address the uncertainties inherent in the estimation of the Safe Shutdown Earthquake (SSE) ground motion. Regulatory Guide 1.165 (RG 1.165), "Identification and Characterization of Seismic Sources and Determination of Safe Shutdown Earthquake Ground Motion" provides specific guidance with respect to the probabilistic evaluations that should be conducted to address the uncertainties associated with determining the SSE ground motion. RG 1.165 specifies a target or reference probability that is to be used to determine the controlling earthquake(s) magnitude and distance (M, D) and SSE spectra for the site. The reference

probability is the annual probability level such that 50 percent of a set of currently operating plants have an annual median probability of exceeding their SSE that is below this level. Section 2.5.2 of the application does not specify that the reference probability (median  $10^{-5}$ ) from RG 1.165 was used to determine the controlling earthquake(s) (M, D) for North Anna. Clarify whether the reference probability from RG 1.165 was used to determine the controlling earthquake for North Anna and if a different reference probability was used, then justify the use of the new probability value.

#### V. Interactions with the Applicant

1. After an RAI has been forwarded to the PM, the PM may hold teleconferences and/or public/closed meetings before issuing the RAI:
  - a. The discussions prevent misunderstanding of the intent of the questions.
  - b. If a draft RAI is clarified or resolved before issuance, the PM develops a docketed record of the resolution (i.e., minutes of a public meeting or a teleconference summary). An RAI can only be considered resolved if the information is already in the application or other documents previously submitted to the NRC. If not, the RAI is sent to the applicant so that the applicant's response will be submitted on the docket.
2. After the final RAIs have been issued, the applicant may request a teleconference and/or a public/closed meeting:
  - a. The teleconferences and/or meetings provide additional clarification of the intent of the RAIs and help the applicant prepare satisfactory responses.
  - b. To ensure that the response appropriately addresses the RAI, the applicant may submit a draft response (which the PM docket in the Agency-Wide Documents Access and Management System (ADAMS), where appropriate (i.e., Safeguards Information is entered into ADAMS) and request a follow up teleconference and/or meeting.
3. After receiving the applicant's response to the RAI, the PM may hold a teleconference and/or a public/closed meeting with the applicant:
  - a. The purpose of discussing a response with the applicant is to better understand the response and/or clarify areas of disagreement. If the resolution of a response relies on information not submitted to the NRC, the applicant should submit the information on the docket. The submission is not intended to be another RAI or a means to minimize the number of SER open items, but in actual practice this step frequently reduces the number of SER open items.
  - b. If the areas of disagreement remain, the unresolved RAI becomes an SER open item.

#### VI. Receipt of the Responses to the RAIs

On receiving the applicant's response to an RAI, the PM provides a copy to the reviewers. The reviewers have a specified time based on the schedule to review the response for acceptability.

## Attachment 1-Guidance for Developing Request for Additional Information (RAIs)

If time permits, the PM and the reviewers may discuss incomplete RAI responses with the applicant. The discussions are not to be construed as another RAI. An RAI that remains open becomes a safety evaluation report open item.



### Staffing Plan Format

The staffing plan shall identify all proposed organizational resources to be dedicated to the task order effort. The plan shall clearly indicate the capabilities of the proposed personnel to perform the effort described in the statement of work for the specific task order effort. The following (or similar) format shall be used to represent the staffing plan. The staffing plan shall include the name, discipline/expertise, project role, and estimated hours of all personnel proposed to accomplish the effort, as well as, all proposed consultants and subcontract personnel. For all personnel not initially proposed in the base contract, provide a resume.

You are also required to identify any current/former NRC employees (list name, title, and date individual left NRC and provide a brief description of the individual's role under this proposal). If there are no current/former NRC employees involved, a negative statement is required.

#### Staffing Plan - Task Order

Name	Expertise	Project Role (task)	Title	Est. Hours

### Project Plan Format

The project plan shall clearly describe your organization's planned technical and management approach to performing the effort described in the statement of work for the specific task order. You shall describe your proposed technical approach by task or phase, identifying for each, the schedule, milestones, and deliverables (in Microsoft Project® or similar format); the methodology, innovations, and quality control measures to be used; problems and risks anticipated, as well as your risk mitigation plans. You shall also describe the management and administrative controls your organization will employ to meet the cost, performance, and schedule requirements of the effort. Once established, and approved by the COR the project management plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.

#### Project Plan

**Approach** A team of experts (e.g., Key Personnel) as identified in the attached staffing plan will be assigned to this effort. The effort will be conducted according to the following process and schedule. Innovations to be used to ensure the schedule is met consist of use of Microsoft Project® or similar format.

Task Name	Duration	Projected Start Date	Projected Finish Date
Authorization to Proceed - Staff assignments finalized			
Meeting with NRC for review of Project Plan			
Finalized Project Plan submitted (Deliverable)			
Task 1 - AAA			
Task 2 - BBB Report Completed (Deliverable)			
Internal Performance assessment completed (mid-project)			
Lessons learned documented			
Review NRC completed Performance Assessment and provide comments & lessons learned			

**Quality Control** All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC. A NUREG template will be used by all reviewers.

**Risk Mitigation** The schedule for this effort is critical to completion of the entire review and update program. As such, a web-based database will be used to accumulate and share updated reports. Staff will meet with all stakeholders to discuss changes prior to incorporation of the changes into the final document to eliminate numerous iterations.

Attachment 4-Performance Evaluation Plan

**Performance Evaluation Plan**

Contract No.:

Task Order #:

Rating Period: MM/DD/YYYY to

MM/DD/YYYY

COR:

(Contractor) PM:

**Assessment of Task Order Performance**

Category	Rating			
I. Technical Performance	Excellent	Satisfactory	Unsatisfactory	N/A
Appropriate Standard Review Plan (SRP)/Environmental Impact Statements (EIS) Sections Reviewed				
Incorporation of Comments				
II. Task Management	Excellent	Satisfactory	Unsatisfactory	N/A
Timeliness (Schedule)				
III. Budget Management	Excellent	Satisfactory	Unsatisfactory	N/A
Budget Compliance				

Note: A written justification is required, and must be attached, for any rating of Unsatisfactory; however, comments may still be provided with a Satisfactory rating if there are issues of concern.

COR

I certify that the above evaluation is accurate.

Comment:

Signature

Date

## Attachment 4-Performance Evaluation Plan

### Rating Scale and Subcategory Definitions

#### Rating Scale

##### Appropriate SRP Sections Reviewed

- Excellent – Reviewed all appropriate SRP sections and subsections as specified in the Task Order. Interfaced with NRC staff at least weekly to collect their inputs, and made recommendations in a clear and concise manner.
- Satisfactory – Addressed all appropriate SRP sections and subsections as specified in the Task Order. Communication with the NRC staff was infrequent (less than weekly) but adequate.
- Unsatisfactory – Did not address 2 or more appropriate SRP sections and subsections as specified in the Task Order. Communications with NRC staff was infrequent and inadequate.

##### Budget

- Excellent – Performed all work specified in the Task Order at or within the initial budget.
- Satisfactory – Performed all identified tasks within the NRC adjusted budget that was adjusted for issues outside the Contractor's control. Contractor identified budget and schedule issues promptly to NRC to allow adequate time to evaluate the situation and revise the budget as needed.
- Unsatisfactory – Failed to complete work specified in the Task Order within budget. Did not adequately keep NRC advised of issues that could affect the task budget or schedule.

##### Incorporation of Comments

- Excellent – Communicated effectively and in a timely manner with NRC to incorporate NRC comments promptly and correctly. Resolved or incorporated major comments in one iteration. General and editorial comments were resolved quickly and ahead of schedule. Questions and potential issues were resolved in a highly professional manner.
- Satisfactory – Communicated adequately with the NRC staff to collect and incorporate comments. One or more rounds of comment resolution were required to resolve major issues. General and editorial comments were resolved within the established scheduled time period.

- Unsatisfactory – Communication between the contractor and NRC was inadequate to identify and incorporate comments in a timely manner. Several iterations of comment resolution were insufficient to incorporate the NRC comments. Major issue resolution was not pursued appropriately, and general and editorial comments were not adequately addressed, which caused a schedule delay.

#### Timeliness

- Excellent – Completed all tasks on or ahead of schedule
- Satisfactory – Completed all tasks at or ahead of the schedule revised due to circumstances beyond the contractor's control.
- Unsatisfactory – Exceeded the agreed upon (or revised) schedule by greater than 2 business days.

**Performance Requirements Summary**

Performance Requirements and Deliverables	Standard	Method of Review	Incentive/Deduction
Management Controls	A Project Plan shall be established consistent with the NRC licensing review schedule. The format for this Project Plan is provided in Attachment 3. Once established, and approved by the COR, the project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.	The COR or designee will review.  The licensing review schedule will be updated and monitored on a frequent basis. The COR shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.	Full payment for 100% compliance.  Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractor's ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.
Technical Evaluation Report	The format provided provided under individual task orders. The content should address the relevant portion of NUREG-0800, "Standard Review Plan (SRP)" or (NUREG 1555, "Environmental SRP" and any Safety Evaluation Report (SER) writing templates furnished by the NRC.	The COR or designee will review the technical letter report to the standards to assure compliance. The COR shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.	Full payment for 100% compliance.  Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractor's ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.

# Attachment 5-Performance Requirements Summary

Performance Requirements and Deliverables	Standard	Method of Review	Incentive/Deduction
Request for additional information (RAIs)	Guidance for writing RAIs is provided in Attachment 1.	The COR or designee will review the RAIs to the standards to assure compliance. The COR shall assess the performance of the contractor using the Performance Evaluation Plan provided in Attachment 4.	Full payment for 100% compliance.  Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractor's ability to meet the schedule, milestones, and deliverable requirements of the preceding orders documented on Attachment 4.

# Attachment 6-Monthly Letter Status Report

## MONTHLY LETTER STATUS REPORT (MLSR)

PROJECT TITLE: [Project Title]

CONTRACT NO.: [Contract No.]

### A. TASK ORDER IDENTIFICATION AND FINANCIAL SUMMARY INFORMATION

Note: There shall be 1 MLSR for every Task Order

TASK ORDER TITLE: [Task Order Title]

TASK ORDER NO.: [TO#]

JOB CODE NO. (JCN): [JCN#]

TECHNICAL ASSIGNMENT  
CONTROL NUMBER (TAC): [TAC#]

PERIOD OF PERFORMANCE: [TO start date to TO finish date]

PERIOD COVERED: [Month 1<sup>st</sup> to Month 31<sup>st</sup>]

NRC COR : [Name of COR]

CONTRACTOR TASK MANAGER: [Contractor Lead Reviewer]

CONTRACTING ORGANIZATION: [Contractor Business Name]

1.	Task Order Amount:	\$
2.	Funds Obligated to Date:	\$

		Cost This Period	Cumulative Cost to Date
3.	Total Direct Costs Invoiced	\$	\$
4.	Total Indirect Costs Invoiced	\$	\$
5.	Fee Invoiced	\$	\$
6.	Total Cost Invoiced [Item3+Item4+Item5]	\$	
7.	Percent Expended (%) [Item6/Item2]		\$
8.	Balance of Obligation Funds Remaining based on Invoiced Cost [Item2-Item6]		\$
9.	Total Actual Costs ( Invoiced Cost and Cost Not Yet Invoiced (e.g. Pending/Outstanding Subcontractor /Consultant Costs)		\$
10.	Balance of Obligated Funds Remaining based on Actual Cost [Item2-Item9]		\$
11.	Balance of Funds Required for Completion [Item 1 – Item 10]		\$



## Attachment 6-Monthly Letter Status Report

### Spending Plan:

Month/Year	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13
Planned (\$)												
Revised (\$)												
Actual (\$)												

Month/Year	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	Jul 14	Aug 14	Sep 14
Planned (\$)												
Revised (\$)												
Actual (\$)												

Month/Year	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 11	Jul 15	Aug 15	Sep 15
Planned (\$)												
Revised (\$)												
Actual (\$)												

Plan Total: \$ [Sum of planned(\$)]

Revised Total: \$ [Sum of Revised(\$)]

Actual Total: \$ [Sum of Actual(\$)]

### B. EPM SCHEDULE MILESTONE INFORMATION

#### SER DEVELOPMENT

Milestone		Percent Complete				
		0%	30%	60%	90%	100%
<b>ACCEPTANCE REVIEW</b>						
AR	Planned Date					
	Actual Date					
<b>SER DEVELOPMENT</b>						
P1	Planned Date					
	Actual Date					
P2	Planned Date					
	Actual Date					
P3	Planned Date					
	Actual Date					
P4	Planned Date					
	Actual Date					
P5	Planned Date					
	Actual Date					
P6	Planned Date					
	Actual Date					

Note: Input date where appropriate. Refer to Attachment 1.1 for description.

## Attachment 6-Monthly Letter Status Report

### C. WORK PERFORMED/ DESCRIPTION

Title	Description

### D. PROBLEM(S)/ RESOLUTION(S)

1.	
2.	
3.	
4.	

### E. TRAVEL FOR THIS PERIOD

Staff	Start Date	End Date	Destination/ Activity

Print out from contractor's data collection program is acceptable if equivalent to above table.

### F. PLANS FOR NEXT PERIOD

1.	
2.	
3.	
4.	

### G. STAFF HOURS SUMMARY

Subtask/ Phase	Staff Assigned	Hours Budgeted	Hours Expended This Period	Total Cumulative Hours Expended	Note(s)

Print out from contractor's data collection program is acceptable if equivalent to above table.

Milestone	Percent Complete				
	0	30	60	90	100
<b>ACCEPTANCE REVIEW</b>					
Acceptance Review (AR)	Not Started	N/A	N/A	N/A	Contractor provides AR input to NRC staff. Contractor status marked 100%.
<b>SER DEVELOPMENT</b>					
P1	Not Started	Read application and sent draft TER and RAIs to TM	Incorporated TM's comments and issued final TER and RAIs to TM	TM notified Contractor that PSER and last RAIs submitted to BC	TM notified Contractor that PSER and last RAIs issued to Projects. Contractor status marked 100%. Issues related to PSER and RAIs are charged to P2.
P2	Not Started	RAI responses that have been received have been reviewed. Sent draft TER w/OI to TM	Incorporated TM's comments and issued final TER w/OI to TM	TM notified Contractor that SER w/OI submitted to BC	TM notified Contractor that SER w/OI issued to Projects. Contractor status marked 100%. Issues related to SER w/OI are charged to P4.
P3	Not Started	-	-	-	ACRS briefing completed
P4	Not Started	All OI responses have been received and reviewed. Sent draft TER w/o OI to TM	Incorporated TM's comments and issued final TER w/o OI to TM	TM notified Contractor that SER w/o OI submitted to BC	TM notified Contractor that SER w/o OI issued to Projects. Contractor status marked 100%.
P5	Not Started	-	-	-	ACRS briefing completed
P6	Not Started	All RAI responses addressing ACRS issues have been received and reviewed. Sent draft TER to TM	Incorporated TM's comments and issued final TER to TM	TM notified Contractor that Final SER submitted to BC	TM notified Contractor that Final SER issued to Projects. Contractor status marked 100%.

## CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

### Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

### Submission

1. A CSP is required:
  - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
  - b. as part of the Best and Final Offer (if requested) as a result of negotiations;
2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F. (fill-in), "Financial Status Report").

### Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

## Sample of Electronic Spend Plan

1	Requires Input from User								Expenses	Total	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	
2	Autopopulate. User do not edit.								Monthly	Planned	\$ 1,887,851	\$ 4,500	\$ 4,500	\$ 4,250	\$ 4,225	\$
3	Empty cell									Actual	\$ 575,449	\$ -	\$ -	\$ -	\$ -	\$
4											\$ -	\$ -	\$ -	\$ -	\$ -	\$
5									Cumulative	Planned		\$ 1,874,876	\$ 1,879,376	\$ 1,883,626	\$ 1,887,851	\$ 1,887,851
6										Actual		\$ 575,449	\$ 575,449	\$ 575,449	\$ 575,449	\$ 575,449
7	TO	Phase	%	TO Amount	Obligated - Tot./Remain	FY	Obligated	Remain		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	1			\$ 1,636,700	\$ 1,210,000	2008	\$ 380,000	\$ -	Orig. Plan	\$ 1,636,700	\$ 3,267	\$ 3,267	\$ 3,267	\$ 3,267		
9	Technical Support for the				\$ 634,551	2009	\$ 830,000	\$ 634,551	Rev. Plan	\$ 575,449						
10	Detroit Edison Energy/Fermi					2010	\$ -		Actual	\$ 575,449						
11	COL Environmental Review					2011	\$ -		Comment							
12				\$ -	2008		\$ -		Orig. Plan	\$ -						
13				\$ -	2009		\$ -		Rev. Plan	\$ -						
14					2010		\$ -		Actual	\$ -						
15					2011		\$ -		Comment							
16				\$ -	2008		\$ -		Orig. Plan	\$ -						
17				\$ -	2009		\$ -		Rev. Plan	\$ -						
18					2010		\$ -		Actual	\$ -						
19					2011		\$ -		Comment							
20				\$ -	2008		\$ -		Orig. Plan	\$ -						
21				\$ -	2009		\$ -		Rev. Plan	\$ -						
22					2010		\$ -		Actual	\$ -						
23					2011		\$ -		Comment							
24				\$ -	2008		\$ -		Orig. Plan	\$ -						
25				\$ -	2009		\$ -		Rev. Plan	\$ -						
26					2010		\$ -		Actual	\$ -						
27					2011		\$ -		Comment							
28				\$ -	2008		\$ -		Orig. Plan	\$ -						
29				\$ -	2009		\$ -		Rev. Plan	\$ -						
30					2010		\$ -		Actual	\$ -						
31					2011		\$ -		Comment							

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

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

**Standard Forms:** Reimbursement requests shall be submitted on the payee's letterhead, invoice/voucher, 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."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: [NRCPayments\\_NBCDenver@NBC.gov](mailto:NRCPayments_NBCDenver@NBC.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

**Purchase of Capital Property:** (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

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

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (s) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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

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

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Cost Reimbursement Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

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

**1. Official Agency Billing Office**

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

**2. Invoice/Voucher Information**

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.



**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the required deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

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

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
---------------------------------	-------------------------------	-------------	--------------	--

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.
- (4) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

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

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

*(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)*

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

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

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

p. Fixed-Fee. If the contract provides for a fixed-fee, it must be reimbursed as indicated in the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

(1) The NRC will withhold payment of 15% of the negotiated contract fixed-fee amount, not to exceed \$100,000.

(2) If the fee withholding amount has reached \$100,000, the contractor may resume billing the NRC for the balance of its fee under subsequent invoices for work completed.

(3) Any fee amounts withheld by the NRC will be paid to the contractor during contract closeout in increments, following the submission/settlement of indirect rate proposals in accordance with FAR 52.216-8 (JUN 2011).

q. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

r. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

s. Grand Totals.

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

**3. Sample Invoice/Voucher Information**

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

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

		Amount Billed	
		Current Period	Cumulative
<b>(a)    <u>Direct Costs</u></b>			
(1)    Direct labor		\$ _____	\$ _____
(2)    Fringe benefits (% of direct labor)		\$ _____	\$ _____
(3)    Government property (\$50,000 or more)		\$ _____	\$ _____
(4)    Government property, Materials, and Supplies (under \$50,000 per item)		\$ _____	\$ _____
(5)    Premium pay (NRC approved overtime)		\$ _____	\$ _____
(6)    Consultants Fee		\$ _____	\$ _____
(7)    Travel		\$ _____	\$ _____
(8)    Subcontracts		\$ _____	\$ _____
(9)    Other costs		\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
<b>(b)    <u>Indirect Costs</u></b>	<i>(provide the rate information applicable to your firm)</i>		
(10)    Overhead ____ % of _____ (Indicate Base)		\$ _____	\$ _____
(11)    General and Administrative (G&A) ____ % of _____ (Indicate Base)		\$ _____	\$ _____
	Total Indirect Costs:	\$ _____	\$ _____
<b>(c)    <u>Fixed-Fee:</u></b>			
(12)    Fixed-Fee Calculations:			
i.    Total negotiated contract fixed-fee percent ____ and amount \$ _____			
ii.    85% allowable fee amount \$ _____			
iii.    Cumulative fee billed on prior invoices \$ _____			
iv.    Fee due this invoice ( <i>not to exceed 85% of fee earned based upon negotiated contract fee percentage</i> ) \$ _____			
<i>Note: The fee balance withheld by NRC may <u>not</u> exceed \$100,000.</i>			
	Total Fixed-Fee:	\$ _____	\$ _____

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

(d)	Total Amount Billed	\$ _____	\$ _____
(e)	Adjustments (+/-)	\$ _____	\$ _____
(f)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

**SAMPLE SUPPORTING INFORMATION**

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Labor - \$2,400

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$14.00	\$1,400	975
Engineer	50	\$10.00	\$ 500	465
Computer Analyst	100	\$ 5.00	<u>\$ 500</u>	<u>320</u>
			<u>\$2,400</u>	1,760 hrs.

2) Fringe Benefits - \$480

Fringe @ 20% of Direct Salaries

<u>Labor Category</u>	<u>Salaries</u>	<u>Fringe Amount</u>
Senior Engineer I	\$1,400	\$280
Engineer	\$ 500	\$100
Computer Analyst	<u>\$ 500</u>	<u>\$100</u>
	<u>\$2,400</u>	<u>\$480</u>

3) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

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

4) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00	=	\$1,100
6 Pairs Electrostatic gloves @ \$150.00	=	<u>\$ 900</u>

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

\$2,000

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150  
(EX: Premium pay for this individual was approved and authorized under this contract by the NRC Contracting Officer by letter dated 6/1/2011.)

6) Consultants' Fee - \$100

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

7) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

8) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	<u>\$30,000</u>

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

9) Other Costs - \$5,100

Honorarium for speaker at American Nuclear Society conference = \$5,000  
*Nuclear Planet Journal* subscription fee = \$100

10) Overhead Expense - \$41,148

Overhead @ 40% of Total Direct Costs

11) General and Administrative (G&A) Expense - \$22,784

G&A @ 20% of Total Costs, excluding subcontracts and consultants

12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%

**BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (JULY 2011)**

Fixed-Fee Calculations:

- i. Total contract fixed-fee \$100,000
- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000
- iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$8,218

Total Amount Billed	\$175,020
Adjustments (+/-)	<u>- 8,218</u>
Grand Total	\$166,802

## **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.

**§2052.209-70** The following representation is required by the NRC Acquisition Regulation 2009.105-70(b):

"There ( ) are ( ) are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal."

3. **§2052.209-71 Contractor Organizational Conflicts of Interest Representation (Oct 1999)**

"I represent to the best of my knowledge and belief that:

The award to Information Systems Laboratories Inc. of a contract or the modification of an existing contract does / / does not /X/ involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3 (b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing that describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts;
- (2) Disqualify the offeror; or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.



NRC FORM 187 (7-2008) NRCMD 12		U.S. NUCLEAR REGULATORY COMMISSION		AUTHORITY: The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.	
<b>CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS</b>				COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE	
1. CONTRACTOR NAME AND ADDRESS Energy Research, Inc. P.O. Box 2034 Rockville, MD 20847		A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts)		2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A. ORIGINAL B. REVISED (Supersedes all previous submissions) C. OTHER (Specify)	
		B. PROJECT START DATE 09/07/2012		C. PROJECT COMPLETION DATE 09/06/2017	
3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE					
A. DOES NOT APPLY		B. CONTRACT NUMBER NKC-42-07-482		DATE 09/06/2012	
4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION Technical Assistance Activities Related to New Reactor License Applications for ESBWR					
5. PERFORMANCE WILL REQUIRE					
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION		NATIONAL SECURITY		RESTRICTED DATA	
YES (If "YES," answer 1-7 below)		NOT APPLICABLE		SECRET CONFIDENTIAL	
<input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)				SECRET CONFIDENTIAL	
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION					
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER (See 5.B.)					
3. GENERATION OF CLASSIFIED MATTER					
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATIONS					
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY					
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM					
7. OTHER (Specify)					
B. IS FACILITY CLEARANCE REQUIRED? <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
C. UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.		G. REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.			
D. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.		H. WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.			
E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.		I. REQUIRED TO CARRY FIREARMS			
F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING		J. FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.			
FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12					
<b>NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.</b>					

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:		
NAME AND TITLE Meghan Blair, Contracting Officer's Representative	SIGNATURE 	DATE 3/27/12
<b>7. CLASSIFICATION GUIDANCE</b>		
NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES Guide pertaining to the protection of sensitive, unclassified and safeguards information is found in the following NRC Management Directives (MD): MD 12.1, MD 12.6, and MD 12.7.		
<b>8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:</b>		
AUTHORIZED CLASSIFIER (Name and Title)	DIVISION OF FACILITIES AND SECURITY	
<b>9. REQUIRED DISTRIBUTION OF NRC FORM 187 (Check appropriate box(es))</b>		
<input checked="" type="checkbox"/> SPONSORING NRC OFFICE OR DIVISION (Item 10A)	<input checked="" type="checkbox"/> DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT	
<input checked="" type="checkbox"/> DIVISION OF FACILITIES AND SECURITY (Item 10B)	<input type="checkbox"/> CONTRACTOR (Item 1)	
SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW		
<b>10. APPROVALS</b>		
SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.		
NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Barbara Gusack, Division Director, NRO/PMDA		4-02-12
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Mary Jane Ross-Lee		8/31/12
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) James C. Corbett		8/31/2012
REMARKS Some task orders under the basic contract award may require performance of work by the contractor at NRC facilities on a continuous basis, contractor access to sensitive information technology systems and electronic files, and handling and storage of unclassified safeguards information at the contractor's facility.		

NRC FORM 829  
(3-2011)

U.S. NUCLEAR REGULATORY COMMISSION

## NRC SMALL BUSINESS SUBCONTRACTING PLAN

### PART A1. GENERAL INFORMATION

NRC CONTRACTS OFFICE	NRC PROGRAM OFFICE	DATE OF PLAN
ADM/DC/IMT	NRC Office of New Reactors	08/20/2012
CONTRACTOR NAME ISL, Inc	DUN & BRADSTREET NUMBER 10-792-8806	SOLICITATION/CONTRACT NUMBER NRC-HQ-12-R-42-0096
CONTRACTOR ADDRESS 11140 Rockville Pike, Suite 650 Rockville, Maryland 20852	PRODUCT/SERVICE (Description) Provide technical assistance in support of new reactor licensing activities for the AP-1000 Design Center.	

### PART A2. NEW/INITIAL CONTRACT

PERIOD OF CONTRACT PERFORMANCE (mm/dd/yyyy)	COST	PERFORMANCE PERIOD
9/8/2012 to 9/30/2017		
BASE YEAR	\$ 4,850,306	
OPTION 1	\$ 4,996,723	
OPTION 2	\$ 4,858,546	
OPTION 3	\$ 5,004,946	
OPTION 4	\$ 5,155,779	
TOTAL CONTRACT COST	\$ 24,866,300	

Although shown as option years, each represents one of the 5 contract years

### PART A3. CONTRACT MODIFICATION including task/delivery orders against existing contracts (if applicable)

PERIOD OF CONTRACT PERFORMANCE (mm/dd/yyyy)	PERFORMANCE PERIOD
ORIGINAL BASE	\$
MODIFICATION	\$
MODIFIED TOTAL	\$
TASK/DELIVERY ORDER	\$
CONTRACT COST	\$

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. It is not intended to replace any existing corporate/commercial plan that is more extensive or has been approved by another Federal Agency.

Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.

If assistance is needed to locate small business sources, sources may be obtained through the Central Contractor Registration (<http://www.ccr.gov/>) website.

### PART B. PLAN REQUIREMENTS

#### 1. Type of Plan (check one)

- ☒ **Individual Plan:** All elements developed specifically for this contract or task order and are applicable for the performance period of this contract, including any option periods for the contract or by task order.
- ☐ **Master Plan:** Goals are separately developed for each contract like an individual plan; all other elements are standard. Once incorporated into a contract with specific goals, it is valid for the performance period of the contract. The master plan must be approved once every three years.
- ☐ **Commercial Products/Service Plan:** Goals are negotiated with the lead agency on a company-wide basis rather than for individual contracts. This plan covers the offeror's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof. The Summary Subcontracting Report (SSR) shall include a breakout of subcontracting, prorated for the NRC and other Federal agencies.

## NRC SMALL BUSINESS SUBCONTRACTING PLAN

## PART B. PLAN REQUIREMENTS (continued)

## 2. Subcontracting Goal Data

Indicate below the dollar and percentage goals for Small Business (SB), owned by the: Disadvantaged (SDB), Women Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veterans (VOSB) Service, Disabled Veteran (SDVOSB) and for "Other than small business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting dollars and goals under commercial plans.

(Note: B plus H = A or the total subcontracting dollar amount and percent)

- A. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL sizes and types of concerns under this contract is

\$ 2,785,982

(Base Year).

FY	1st Option	FY	3rd Option
\$ 2,870,422		\$ 2,775,979	
FY	2nd Option	FY	4th Option
\$ 2,859,942		\$ 2,946,464	

- B. Total estimated dollar value and percent of planned subcontracting with SB (including SDB, WOSB, HUBZone, VOSB and SDVOSB: (% OF "a"))

\$ 2,215,361

and 80

% (Base Year).

FY 80%	1st Option	FY 80%	3rd Option
\$ 2,282,231		\$ 2,213,174	
FY 80%	2nd Option	FY 80%	4th Option
\$ 2,279,798		\$ 2,348,445	

- C. Total estimated dollar value and percent of planned subcontracting with SDB: (% of "a")

\$ 0

and 0

% (Base Year).

FY 0%	1st Option	FY 0%	3rd Option
\$ 0		\$ 0	
FY 0%	2nd Option	FY 0%	4th Option
\$ 0		\$ 0	

- D. Total estimated dollar value and percent of planned subcontracting with WOSB: (% of "a")

\$ 0

and 0

% (Base Year).

FY 0%	1st Option	FY 0%	3rd Option
\$ 0		\$ 0	
FY 0%	2nd Option	FY 0%	4th Option
\$ 0		\$ 0	

- E. Total estimated dollar value and percent of planned subcontracting with HUBZone SB: (% of "a")

\$0

and 0

% (Base Year).

FY 0%	1st Option	FY 0%	3rd Option
\$ 0		\$ 0	
FY 0%	2nd Option	FY 0%	4th Option
\$ 0		\$ 0	

- F. Total estimated dollar value and percent of planned subcontracting with VOSB: (% of "a")

\$ 81,895

and 2

% (Base Year).

FY 2%	1st Option	FY 2%	3rd Option
\$ 83,912		\$ 86,192	
FY 2%	2nd Option	FY 2%	4th Option
\$ 88,535		\$ 90,943	

- G. Total estimated dollar value and percent of planned subcontracting with SDVOSB: (% of "a")

\$ 0

and 0

% (Base Year).

FY 0%	1st Option	FY 0%	3rd Option
\$ 0		\$ 0	
FY 0%	2nd Option	FY 0%	4th Option
\$ 0		\$ 0	

- H. Total estimated dollar value and percent of planned subcontracting with "OTHER" THAN SB: (% of "a")

\$ 570,601

and 12

% (Base Year).

FY 12%	1st Option	FY 12%	3rd Option
\$ 588,211		\$ 562,804	
FY 12%	2nd Option	FY 12%	4th Option
\$ 580,144		\$ 598,020	

## NRC SMALL BUSINESS SUBCONTRACTING PLAN

### PART B: PLAN REQUIREMENTS (continued)

**Notes:**

1. SDB, WOSB, HUBZone, VOSB, and SDVOSB goals are subsets of SB and should be counted and reported in multiple categories.
2. If any contract has more than four options, please attach additional information presenting dollar amounts and percentages.

Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply): (Attach additional sheets if necessary)

### 3. Subcontract Opportunities

Products and/or Services	Other	SB	SDB	WOSB	HUBZone	VOSB	SDVOSB
1. Environmental Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Thermal-hydraulic Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Other Engineering Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 4. Methodology

Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone, VOSB and SDVOSB concerns were determined, how the capabilities of these concerns were considered for contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

The subcontracting goals presented here are estimated based on the requested services in the base contract. As the mixed of labor is highly dependent on the technical services requested by specific task orders, the estimates reflect a reasonable attempt to estimate those resources that will be able to meet the requested technical skills. All subcontractors are small with the exception of the proposed environmental contractor (ICF). This contractor is currently supporting several environmental task orders for the current AP1000 contract.

### 5. Indirect Costs

- a. Indirect costs have ☒ have not been included in the dollar and percentage subcontracting dollars/goals (check one).
- b. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns:

# NRC SMALL BUSINESS SUBCONTRACTING PLAN

## PART B: PLAN REQUIREMENTS (continued)

### 6. Program Administrator:

NAME/TITLE:	Bruce Mrowca, Sr. V.P. General Manager, Energy and Space Division
ADDRESS (Line 1):	11140 Rockville Pike, Suite 650
CITY/STATE/ZIP CODE:	Rockville, Maryland 20852
TELEPHONE:	(301) 255-2268
E-MAIL:	bmrowca@islinc.com

**Duties:** Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? (If NO is checked, please provide the contact information of who performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

	Yes	No
a. Developing and promoting company wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible sources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Ensuring periodic rotation of potential subcontractors on bidder's lists.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Assuring that SB, SDB, WOSB, HUBZONE, VOSB and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Ensuring that requests for proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Reviewing subcontract solicitation provisions to remove statements, clauses, etc., which might tend to restrict or prohibit SB, SDB, WOSB, HUBZone, VOSB and SDVOSB small participation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include the Central Contractor Registration ( <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> ), local small business and minority associations, local Chambers of Commerce and Federal agencies' Small Business programs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Establishing and maintaining contract and subcontract award records	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Participating in business opportunity workshops, seminars, trade fairs, procurement conferences, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to conducting or arranging for the conduct of training for purchasing personnel regarding the intent and the company	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. Impact of Section 8(d) of the Small Business Act, as amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Preparing and submitting timely, required subcontract reports.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
p. Other duties:		

## NRC SMALL BUSINESS SUBCONTRACTING PLAN

### PART B PLAN REQUIREMENTS (continued)

#### 7. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts shall include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

1. Contact minority and small business trade associations; 2) contact business development organizations and local Chambers of Commerce; 3) attend SB, SDB, WOSB, HUBZone, VOSB and SDVOSB procurement conferences and trade fairs; 4) review sources from the Central Contractor Registration (<http://www.ccr.gov/>); 5) review sources from the Small Business Administration (SBA), 6) consider using other market sources; and 7) utilize newspaper, magazine ads, and the internet to encourage new sources.

b. Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs.
2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors
3. Monitor activities to evaluate compliance with the subcontracting plan requirements and reporting.

#### Additional Efforts:

As this contract is a follow-on from the initial AP-1000 design center contract (NRC-42-07-036), ISL has included all previous small businesses that are supporting active task orders associated with the contract. Due to the uncertainty as to the technical areas that may be addressed by future task orders, ISL intends to assess each task order for small business opportunities. However, it should be noted that on August 10, 2012, ISL, Inc. signed a letter of intent with a newly formed independent company, ISL Global, LLC, for the sale of its Energy & Space Division. This Division provides all of ISL Inc's nuclear services to the NRC. On completion of the sale, we anticipate that ISL Global, LLC will meet the requirements for qualifying as a small business as specified under NAICS Code 541330. This conclusion is based on revenue projections for the next several years that are well below the stated small business threshold.

#### 8. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-9, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

**Note:** In accordance with FAR 52.212-5(e) and 52.244-6(c) the contractor is not required to include the flow-down clause FAR 52.219-9 if it is subcontracting commercial items.

## NRC SMALL BUSINESS SUBCONTRACTING PLAN

## PART B. PLAN REQUIREMENTS (continued)

## 9. a. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); and (4) ensuring that subcontractors agree to submit ISRs and SSRs. **The ISR and SSR shall be submitted via the Electronic Subcontracting Reporting System (eSRS) website: <http://www.esrs.gov>**

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	ISR	4/30
Apr 1 - Sept 30	ISR	10/30
Oct 1 - Sept 30	SSR	10/30

See FAR 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30.

1. Submit ISR (bi-annually) for the cognizant awarding Contracting Officer's review and acceptance via the eSRS website <http://esrs.gov>.
2. Currently, SSR (annually) must be submitted for the NRC eSRS agency coordinator review and acceptance via the eSRS website <http://esrs.gov>.

## 9. b. Record Keeping

FAR 19.704(a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides and other data identifying such vendors.
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB and SDVOSB sources.
- c. On a contract by contract basis, records on all subcontract solicitations over \$150,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, VOSB and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract.
- d. Records to support other outreach efforts, e.g., contacts with small business trade associations, attendance at small business procurement conferences and trade fairs, etc.
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements.
- f. On a contract by contract basis, records to support subcontract award data including the name, address, and business type, size and ownership status of each subcontractor. (This item is not required on a contract by contract basis for division company or wide commercial plans.)
- g. Other records to support your compliance with the subcontracting plan (please describe):

## 10. Timely Payments to Subcontractors

FAR 19.702 requires procedures be established to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with SB, SDB, WOSB, HUBZone, VOSB and SDVOSB.

Your organization has established and implements such procedures:

☒ Yes☐ No



## NRC SMALL BUSINESS SUBCONTRACTING PLAN

## PART B. CONTRACT MODIFICATION (continued)

## 11. Description of Good Faith Effort

Maximum practicable utilization of SB, SDB, WOSB, HUBZone, VOSB, SOVOSB concerns in contract performance is required, FAR 19.702. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the SB, SDB, WOSB, HubZone, VOSB and SDVOSB small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the CO/CS prior to approval of the plan and award of any contract. (please describe):

Steps: (1) training where needed; (2) work together when practical (common work place); and (3) make visible to client.

## PART C. SIGNATURES

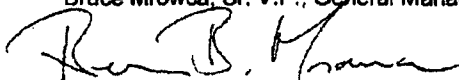
## Signatures Required:

This subcontracting plan is being submitted by: ISL Inc.

NAME &amp; TITLE

Bruce Mrowca, Sr. V.P., General Manager, Energy and Space Division

SIGNATURE



DATE

8/20/2012

This plan was reviewed, accepted and concurred with by the Contracting Officer, reviewed and concurred with by the agency Small Business Specialist, and reviewed the SBA Procurement Center Representative, if assigned.

CONTRACTING OFFICER NAME & TITLE		
SIGNATURE		DATE
SMALL BUSINESS SPECIALIST NAME & TITLE		
SIGNATURE		DATE
SBA PCR NAME & TITLE		
SIGNATURE		DATE

☐ Acceptable☐ Non-Acceptable☐ Concur☐ Non-Concur☐ Concur☐ Non-Concur