

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		N/A	1 62

2. CONTRACT NO. (Proc. Inst. Ident.) NRC-HQ-13-C-03-0044	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-13-149 4/17/2013
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5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SOUTHWEST RESEARCH INSTITUTE S W R I 6220 CULEBRA RD SAN ANTONIO TX 782385166 DUNS: 007936842	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A 10. SUBMIT INVOICES (4 copies unless otherwise specified) See Billing Instructions
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(6))	14. ACCOUNTING AND APPROPRIATION DATA Obligate: \$55,300 PSC:R499 NAICS:541690 FAIMIS:131885 B&R:2013x0200-20-11-4-148 JOB:J4682 BOC:252A Appn:31x0200
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The purpose of this contract is to provide "Technical Assistance with the Production of Generic Aging Lessons Learned Report for Subsequent License Renewal" in accordance with the attached Statement of Work.				

15G. TOTAL AMOUNT OF CONTRACT	\$805,263
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (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.)	18. <input type="checkbox"/> SEALED-BID AWARD (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.)
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19A. NAME AND TITLE OF SIGNER (Type or print) R. B. Kalmbach Executive Director, Contracts	20A. NAME OF CONTRACTING OFFICER Monique Williams
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19B. NAME OF CONTRACTOR BY	19C. DATE SIGNED 07/02/2013	20B. UNITED STATES OF AMERICA BY	20C. DATE SIGNED 7/3/2013
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AUTHORIZED FOR LOCAL REPRODUCTION
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TEMP DATE - ADM001

SUNSI REVIEW COMPLETE

JUL 10 2013

ADM002

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 PRICE/COST SCHEDULE**

	TOTAL
Direct Labor	\$ [REDACTED]
Burden	\$ [REDACTED]
O/H	\$ [REDACTED]
G/A	\$ [REDACTED]
CFC	\$ [REDACTED]
Consultants	\$ 0
Materials	
Handling	\$ -
Consultants	\$ -
ODC	\$ [REDACTED]
Travel	\$ [REDACTED]
Total Cost	\$ 745,897
Fixed Fee	\$ [REDACTED]
Total CPPF	\$ 805,263

B.2 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)

(a) The title of this project is: Generic Aging Lessons Learned.

B.3 CONSIDERATION AND OBLIGATION--COST-PLUS-FIXED-FEE (AUG 2011) ALTERNATE I (AUG 2011)

(a) The total estimated cost to the Government for full performance of this contract is \$805,263.00, of which the sum of \$745,898.00 represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee.

(c) The amount currently obligated by the Government with respect to this contract is \$55,300.00, of which the sum of \$51,224.00 represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(d) It is estimated that the amount currently obligated will cover performance through 09-01-2013.

(e) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

(f) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of [REDACTED] percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed [REDACTED] percent of the total fee or \$100,000, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is [REDACTED]

SECTION C - STATEMENT OF WORK

Project Title: Technical Assistance with the Production of Generic Aging Lessons Learned Report for Subsequent License Renewal, Standard Review Plan for Subsequent License Renewal Applications for Nuclear Power Plants, and Supporting Disposition of Comments and Technical Bases Document for Subsequent License Renewal

.0 BACKGROUND

The Atomic Energy Act of 1954 and U.S. Nuclear Regulatory Commission (NRC) regulations limit commercial power reactor licenses to an initial 40 years but also permit such licenses to be renewed. This original 40-year term for reactor licenses was based on economic and antitrust considerations—not on technical limitations. Due to this selected period, however, some structures and components may have been engineered on the basis of an expected 40-year service life.

The Office of Nuclear Reactor Regulation (NRR), Division of License Renewal (DLR), has established a timely reactor license renewal process and clear requirements, codified in Title 10 of the *Code of Federal Regulations*, Part 54, Requirements for Renewal of Operating Licenses for Nuclear Power Plants” (10 CFR Part 54), that are needed to assure safe plant operation for extended plant life of an additional 20 years. As of 2012, the DLR staff has renewed licenses for 44 facilities, which include 73 nuclear power reactors.

The provisions of 10 CFR Part 54 do not preclude subsequent license renewal beyond the initial renewal. The earliest that a reactor licensee can submit a license renewal application (LRA) is 20 years prior to the expiration of its current license; therefore, a licensee is eligible to apply for a subsequent license renewal once it enters the period of extended operation (i.e., exceeds 40 years of operation). Based on public meetings with the Nuclear Energy Institute (NEI), licensees are considering submitting applications for a subsequent license renewal period (i.e., 60 to 80 years of operation), possibly as early as 2015. To provide a timely review process for subsequent LRAs, the NRC is seeking technical assistance in developing and producing technical guidance on acceptable aging management programs and activities and the review of applications for subsequent license renewal (i.e., operation beyond 60 years).

NUREG-1801, “Generic Aging Lessons Learned Report,” Revision 2, dated December 2010 (GALL Report) is referenced as a technical basis document in NUREG-1800, “Standard Review Plan for Review of License Renewal Applications for Nuclear Power Plants,” Revision 2, dated December 2010 (SRP-LR). The GALL Report identifies aging management programs (AMPs), which were determined by the NRC staff to be acceptable programs to manage the aging effects of systems, structures, and components (SSCs) in the scope of license renewal, as required by 10 CFR Part 54.

The GALL Report lists generic aging management reviews (AMRs) of SSCs that may be in the scope of license renewal and identifies GALL AMPs that are acceptable to manage the aging effects. Revision 2 of the GALL Report incorporates changes based on experience gained from the NRC staff’s review of numerous LRAs and other insights identified by industry in connection with preparation for license renewal through December 2010.

.0 OBJECTIVE

The overall objective of this contract is to obtain expert technical assistance with the production of “Generic Aging Lessons Learned (GALL) Report for Subsequent License Renewal,” “Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants,” and the development of the “Disposition of Public Comments and Technical Bases for the Subsequent License Renewal Guidance Documents.” The contractor is to develop the information to be consistent with the subsequent license review processes and with the current or revised license renewal rule if it is revised. The final versions of these documents are to be published by March 31, 2016, with the exception of the Technical Bases which is to be published by August 31, 2016.

.0 SCOPE OF WORK

The tasks included in this statement of work (SOW) will require considerable interactions and teamwork between the IRC COR Contracting Officer's Representative (COR) and the contractor. The contractor shall provide technical assistance with the production of NUREG-XXXX, "Generic Aging Lessons Learned (GALL) Report for Subsequent License Renewal" (GALL Report for SLR), NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants" (SRP-SLR), and the supporting NUREG-XXXX, "Disposition of Public Comments and Technical Bases for Subsequent License Renewal Guidance Documents NUREG-XXX and NUREG-XXXX" (Disposition of Public Comments and Technical Bases NUREG), to provide guidance for subsequent license renewal. The final versions of these subsequent license renewal guidance documents are to be published by March 31, 2016, with the exception of the Public Comments and Technical Bases NUREG which is to be published by August 31, 2016.

Under this contract, the Contractor shall use an existing database, which is populated with information relating to technical issues and comments for subsequent license renewal, along with linkage between the dispositioned issues or comments to templates developed in this contract to produce the guidance documents discussed above. One task in this contract, Task 3, continues to maintain and populate the database.

Note that, in some cases, the NRC staff or technical specialists under separate contract to the NRC may perform technical support for this project. In such cases, the NRC CORCOR will discuss the split of work with the Contractor to ensure clear understanding of requirements of each contract and avoid duplication of effort. Also, in such cases, the IRC CORCOR will provide the results of the third party work to the contractor for incorporation into the database and documents.

The scope of work is described in the following tasks:

Task 1 Attend Post award Orientation Meeting

The contractor shall attend a 2-day orientation meeting at the NRC headquarters no later than 10 business days from date of award of contract and be prepared to discuss the NRC's license renewal process relative to the development and use of SRP-LR, the GALL Report, and NUREG-1950, "Disposition of Public Comments and Technical Bases for Changes in the License Renewal Guidance Documents NUREG-1801 and NUREG-1800." During this meeting, the IRC COR will provide a discussion on the scope of the project, including milestones and timelines. This project orientation session may be held in conjunction with the contract kick-off meeting and will discuss the business practice of updating the license renewal guidance documents.

Task 2 Provide Generic Aging Lessons Learned Production Writer

The contractor shall provide a tool, hereby referred to as the GALL Production Writer, that's capable of retrieving Government Furnished Information (GFI) from a Microsoft Access Database, referred to as the Technical Issues Database. The GALL Production Writer shall be a software tool that is capable of manipulating data stored in a Microsoft Access Database, has user-friendly interfaces for adding and updating information, and, in conjunction with Word, is used to develop the GALL Report, the SRP-LR, and the supporting license renewal guidance documents (LRGDs). It shall merge the NRC-approved changes that are cataloged in the Technical Issues Database into the new GALL Report for SLR, SRP-SLR, and Disposition of Public Comments and Technical Bases NUREG in Microsoft Word format.

The NRC will provide a copy of the Technical Issues Database at the kick-off meeting. The contractor is also expected to update data into the GALL Production Writer and maintain quality control of the input throughout the project.

Task 3 Maintain Technical Issues Database and Comments

NRC-HQ-13-C-03-0044

Under contract NRC-HQ-12-C-03-0102, a contractor reviewed various source documents that provided issues and comments related to the technical aspects of licensing a plant to operate for 80 years. For this contract, the contractor shall continue to review the same sources (listed below) of comments for any new and major technical issues/comments that might be received until the production of the Draft GALL Report for SLR begins in Task 5. The contractor shall provide potential new and major technical issues or comments to the NRC COR for review and enter them into the Technical Issues Database to be dispositioned by an expert panel. The COR will provide a list of technical issues dispositioned by the expert panel as significant for guidance revision and their resolutions to the contractor for input into the ALL Database. The sources of technical issues are:

1. Technical Letter Reports from Office of Nuclear Regulatory Research (RES)
2. Topical and other reports from research conducted by the U.S. Department Of Energy (DOE), Electric Power Research Institute (EPRI), and the Nuclear Energy Institute
3. Domestic and international operating experience in documents such as:
 - a. International Incident Reporting System
 - b. Licensee Event Reports
 - c. NRC generic communications (information notices, generic letters, bulletins and Regulatory Information Summaries)
4. Interim staff guidance, published subsequent to Revision 2 of the GALL Report, and the staff position
5. LRAs and Safety Evaluation Reports (SERs) to identify any new aging mechanisms or technical issues, published subsequent to Revision 2 of the GALL Report, and the staff position
6. Comments submitted to the DLR's SharePoint site for Comments to Improve License Renewal Guidance Documents
7. Comments and issues identified in contract NRC-HQ-12-C-03-0052 performed by the contractor and identified as technical issues and comments

The contractor will also

Task 4 Create Word Documents with Track Changes to Incorporate Comments for Draft Generic Aging Lessons Learned Report for Subsequent License Renewal and Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants

The contractor shall create Word Documents in track changes format with proposed changes to the GALL Report and SRP. These documents will be prepared for expert panels to review and reach consensus on the final disposition for the Draft GALL Report for SLR and Draft SRP-SLR. The contractor shall develop proposed change sheets from the ALL Production Writer that will contain all the proposed changes and their technical bases on a particular AMP and the related line items to be provided to expert panel members. These Word Documents with track changes will be created specifically to support expert panels on specific topics. The contractor may propose a format for these review sheets for the NRC COR approval. The contractor shall incorporate proposed changes agreed upon and accepted by the expert panel as a change for the Draft GALL Report for SLR and Draft SRP-SLR, as communicated to the contractor by the COR, into the GALL Production Writer and shown as a clear markup of deleted information, additional information, or modification to Revision 2 of the GALL Report or Revision 2 of the SRP-LR as necessary to address the comment.

The contractor may be required to participate in expert panel team reviews with the NRC COR and their designees to obtain approval from NRC COR of each change to the Draft GALL Report for SLR, Draft SRP-SLR, or Draft Disposition of Public Comments and Technical Bases NUREG. The contractor shall present the results of the proposed change (e.g., deletions, additional information, and modifications) to the NRC COR demonstrating the extent of the change to all applicable text and data affected by the comment and corresponding change.

The contractor shall record notes as required to document the change review activities and results. The contractor shall document the change, NRC staff comments, and the bases for the changes in the Technical Issues Database for use in subsequent license renewal guidance document (SLRGD) development.

The contractor shall identify changes made as a result of "external" comments (discussed further in Task 8) and maintain the capability to identify the changes made as a result of external comments separately from the internal comments. This task will be performed as necessary to support the publication of the Draft GALL Report for SLR and Draft SRP-SLR.

Task 5 Produce Draft NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"

After the contractor has incorporated and completed all the information and changes accepted by the NRC COR, as specified in Task 4, the contractor shall produce the Draft GALL Report for SLR, NUREG-XXXX, "Generic Aging Lessons Learned (GALL) Report for Subsequent License Renewal," for NRC COR review and public comment.

The contractor shall provide the necessary technical editor review of the Draft GALL Report for SLR to ensure the document is complete and meets the NRC publication requirements, including NRC publication requirements for a NUREG-series report. The technical editor review shall focus on changes in the Draft GALL Report for SLR as compared to Revision 2 of the GALL Report. The NRC shall review the Draft GALL Report for SLR and provide comments to the contractor. The contractor shall revise and provide the Draft GALL Report for SLR with place holders, as needed, based on comments from the NRC COR. The contractor shall provide its recommended technical editorial changes to the specific technical evaluation input and additional information to the NRC COR in a tracked change format for their review and approval before incorporation into the Draft GALL Report for the SLR.

Task 6 Produce Draft NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants," for Review and Comments

After incorporating and completing all the information and changes accepted by the NRC COR, as specified in Task 4, the contractor shall produce the Draft SRP-SLR, NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants," for NRC COR review and public comment.

The contractor shall provide the necessary technical editorial review of the Draft SRP-SLR to ensure the document is complete and meets the NRC publication requirements, including NRC publication requirements for a NUREG-series report. The technical editorial review shall focus on changes in the Draft SRP-SLR as compared to Revision 2 of the SRP-SLR. The NRC shall review the Draft SRP-SLR and provide comments to the contractor. The contractor shall revise and provide the Draft SRP-SLR with place holders, as needed, based on comments from the NRC COR. The contractor shall provide its recommended technical editorial changes to the specific technical evaluation input and additional information to the NRC COR in a tracked change format for their review and approval before incorporation into the Draft SRP-SLR.

Task 7 Provide Public Meeting/Workshop Support

The contractor shall collect and disposition public comments on the draft SLRGDs. After the NRC staff publishes the Draft GALL Report for SLR and Draft SRP-SLR, the contractor shall support a public workshop to present the documents and to gather input from external stakeholders on the documents. As requested by the NRC COR, the contractor shall prepare meeting and presentation materials, discuss the results of its work during the workshop, prepare a summary of the workshop, and provide follow-up on action items arising from the workshop.

Task 8 Identify, Organize and Disposition Comments in Preparation of Final Subsequent License Renewal Guidance Documents

The contractor shall identify and catalog external stakeholder and internal NRC comments and document the basis of the disposition in the Technical Issues Database. This task will be performed as necessary to support the publication of the Final GALL Report for SLR, Final SRP-SLR, and Final Disposition of Public Comments and Technical Bases NUREG.

Sources of Comments

External Comments - During the period of public comment for the Draft GALL Report for SLR, the Draft SRP-SLR and the supporting Disposition of Public Comments and Technical Bases NUREG, the NRC will have potentially received

Comments from external stakeholders including NRC licensees and applicants, State and local governments, industry organizations, public organizations, and members of the public. These comments are considered “external” comments. The contractor shall identify these comments as “external” and maintain the capability to identify the external comments separately from the internal comments discussed below. In addition, the contractor shall differentiate these external comments from the external comments discussed in Task 4.

Internal Comments – The NRC COR will provide comments generated by NRC management, NRC staff and NRC contractors to the contractor which shall be considered internal comments.

The contractor shall organize, track, and manage the external and internal comments in a structured, systematic, and transparent manner, to be maintained throughout the life of the project in the Technical Issues Database. The contractor shall maintain the ability to identify external comments as distinct from internal comments and differentiate from the external comments discussed in this task and the external comments in Task 4. The information resource methodology proposed by the contractor will be reviewed and approved by the NRC COR.

Review and Disposition of Comments

The contractor may be required to participate in expert panel team reviews with the NRC COR and NRC staff to review and disposition comments received on the Draft GALL Report for SLR and Draft SRP-SLR. The purpose of the disposition is to obtain NRC COR agreement that a comment is valid and requires a change to the Draft GALL Report for SLR, the Draft SRP-SLR, or the Disposition of Public Comments and Technical Bases NUREG.

The contractor shall record notes as required to document the change review activities and results. The contractor shall document the comments, the disposition of the comments, and the bases for the disposition in the Technical Issues Database for use in SLRGD development

Task 9 Create Data and Text Changes to Incorporate Comments in Preparation of Final Subsequent License Renewal Guidance Documents

The contractor shall assist in the creation of proposed changes to the Final GALL Report for SLR, Final SRP-SLR, and Disposition of Public Comments and Technical Bases NUREG to address external and internal comments.

The contractor shall create proposed changes for each comment accepted by the NRC COR from Task 8 that were determined to require a change to the Draft GALL Report for SLR, Draft SRP-SLR, or Disposition of Public Comments and Technical Bases NUREG. When applicable, the proposed change should be developed using the GALL Production Writer and consist of a clear markup of deleted information, additional information, or modification to the Draft GALL Report for SLR, Draft SRP-SLR, and Disposition of Public Comments and Technical Bases NUREG as necessary to address the comment.

The contractor may be required to participate in expert panel team reviews, with the NRC COR and NRC staff to obtain approval from NRC COR of each change to the GALL Report for SLR, SRP-SLR or Disposition of Public Comments and Technical Bases NUREG. The contractor shall present the results of the proposed change (e.g., deletions, additional information, and modifications) to the NRC COR demonstrating the extent of the change to all applicable text and data affected by the comment and corresponding change.

The contractor shall record notes as required to document the change review activities and results. The contractor shall document the change, NRC staff comments, and the bases for the changes in the GALL Production Writer for use in SLRGD development.

The contractor shall identify changes made as a result of “external” comments and maintain the capability to identify the changes made as a result of external comments separately from the internal comments. The contractor shall perform this task as necessary to support the publication of the Final GALL Report for SLR, Final SRP-SLR, and Final Disposition of Public Comments and Technical Bases NUREG.

Task 10 Produce Final NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"

After the contract has incorporated and completed all the information and changes accepted by the NRC COR, as specified in Task 9, the contractor shall produce the Final GALL Report for SLR, NUREG-XXXX, "Generic Aging Lessons Learned (GALL) Report for Subsequent License Renewal," for COR review and approval.

The contractor shall provide the necessary technical editorial review of the Final GALL Report for SLR to ensure the document is complete and meets the NRC publication requirements, including NRC publication requirements for a NUREG-series report. The technical editorial review shall focus on changes in the Final GALL Report for SLR as compared to Draft GALL Report for SLR. The NRC will review the Final GALL Report for SLR and provide comments to the contractor. The contractor shall revise and provide the Final GALL Report for SLR with place holders, as needed, based on comments from the NRC COR. The contractor shall provide its recommended technical editorial changes to the specific technical evaluation input and additional information to the NRC COR in a tracked change format for their review and approval before incorporation into the Final GALL Report for SLR.

Task 11 Produce Final NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"

After the contractor has incorporated and completed all the information and changes accepted by the NRC COR, as specified in Task 9, the contractor shall produce the Final SRP-SLR, NUREG-XXXX, and "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants."

The contractor shall provide the necessary technical editorial review of the Final SRP-SLR to ensure the document is complete and meets the NRC publication requirements, including NRC publication requirements for a NUREG-series report. The technical editorial review shall focus on changes in the Final SRP-SLR as compared to Draft SRP-SLR. The NRC COR will review the Final SRP-SLR and provide comments to the contractor. The contractor shall revise and provide the Final SRP-SLR with place holders, as needed, based on comments from the NRC COR. The contractor shall provide its recommended technical editorial changes to the specific technical evaluation input and additional information to the NRC COR in a tracked change format for their review and approval before incorporation into the Final SRP-SLR.

Task 12 Produce NUREG-XXXX, "Disposition of Public Comments and Technical Bases for the Subsequent License Renewal Guidance Documents NUREG-XXXX and NUREG-XXXX"

The contractor shall produce Disposition of Public Comments and Technical Bases NUREG in support of the GALL Report for SLR and SRP-SLR. The NRC will issue the Draft GALL Report for SLR and the Draft SRP-SLR for public comment during the performance of this contract and, in addition, the NRC staff will hold public meetings with stakeholders to facilitate and to discuss comments. The NRC staff will take into consideration the comments received as a result of the solicitation described above and incorporate changes based on these dispositions, as appropriate, into the Final GALL Report for SLR and Final SRP-SLR. The Disposition of Public Comments and Technical Bases NUREG shall provide the evaluation and disposition of public comments received by the NRC on the draft SLRGDs.

The contractor shall use the GALL Production Writer to produce and organize data, tables, and text. The contractor shall also create text and corresponding information not produced by the GALL Writer. The contractor shall use NUREG-950, "Disposition of Public Comments and Technical Bases for Subsequent License Renewal Guidance Documents NUREG-1801 and NUREG-1800," issued April 2011 (ADAMS Accession Number ML11116A062), which was produced to support Revision 2 of the GALL Report and Revision 2 of the SRP-LR, as a guide.

The contractor shall also provide the necessary review of the Disposition of Public Comments and Technical Bases NUREG to ensure that it meets the NRC publication requirements for a NUREG-series report. The NRC COR will review the Disposition of Public Comments and Technical Bases NUREG and provide their comments to the contractor. The contractor shall revise and provide the Disposition of Public Comments and Technical Bases NUREG with place holders, as needed, based on comments from the NRC COR.

Task 13 Provide Electronic Versions of Final Subsequent License Renewal Guidance Documents

The contractor shall provide the NRC COR with compact discs (CDs) containing Microsoft® Word and Adobe Portable Document Format (PDF) file versions of the SLRGDs. The contractor shall produce five copies each of two CDs containing the SLRGDs.

CD1 shall contain the Final GALL Report for SLR, SRP-SLR, and Disposition of Public Comments and Technical Bases JUREG in Microsoft® Word format.

CD2 shall contain the Final GALL Report for SLR, SRP-SLR, and Disposition of Public Comments and Technical Bases JUREG in Adobe PDF format.

Task 14 Provide Related Support

As requested by the NRC COR, the contractor may be required to provide up to 626 personnel hours of related support to assist with completing this project. This assistance may include attending and assisting in public meetings on the technical issues related to subsequent license renewal, follow-up on comments made on technical issues, meetings with NRC staff, drafting responses to comments, review of plant-specific AMR line-items to recommend generic AMPs, development of AMPs, development of more efficient tools, or other activities necessary for successful completion of this project.

Task 15 Provide Monthly Letter Status Report

The contractor shall provide a monthly letter status report (MLSR) by the 15th of each month during the duration of the base period of performance. If the NRC exercises one or more options, then the contractor shall also provide MLSRs during the option period(s). The report shall provide the technical and financial status of the effort and shall be submitted in a format similar to that contained in the attachment to the SOW. The contractor shall transmit the report electronically (by e-mail) to the NRC COR, with a copy DLR_RSRG.Resource@nrc.gov. The contractor shall provide a total of the month ending (or billing cycle) costs by e-mail to the NRC COR no later than the 15th of the month.

1.0 DELIVERABLES AND REPORTING REQUIREMENTS

The contractor shall provide deliverables in formats that are readable by Microsoft® Access, Microsoft® Excel, Microsoft® Access or Microsoft® Word, unless other software is approved in writing by the NRC COR. Deliverables shall be provided in both electronic format and hard copy. The electronic versions of the deliverables shall be delivered to the NRC COR. Three hard copies of the deliverables shall be delivered to the NRC COR. Unless the contract is otherwise bilaterally modified by the parties, the contractor shall submit deliverables by the draft due dates in the chart provided in Attachment 1. The NRC COR will provide a revised schedule of activities, deliverables, and milestones for the project as the NRC COR becomes aware of new reports and information.

Unless otherwise specified below, for all tasks, the contractor shall provide all deliverables as draft products. The NRC 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 NRC COR, and, within 5 business days, deliver the final version of the deliverable, unless otherwise specified in Attachment 1. When mutually agreed upon between the contractor and the NRC COR, the contractor may submit preliminary or partial drafts to help gauge the contractor understands of the particular work requirement.

The contractor shall provide all data produced under this contract to the NRC COR at the conclusion of the contract. All data first produced in performance of this contract are subject to FAR clause 52.227-14, Rights in Data—General (Dec 2007), which is hereby incorporated by reference.

ask 1 Attend Orientation Meeting

he contractor shall attend, in person or via teleconference, a 2-day orientation meeting located at NRC headquarters.

ask 2 Provide Generic Aging Lessons Learned Production Writer

he contractor shall provide a functional GALL Production Writer to the NRC COR for approval prior to implementation. he contractor will also be required to update the data into the tool and maintain configuration control of the input throughout the project.

he GALL Production Writer shall be in a format capable of merging the NRC-approved changes from the Technical Issues Database as markups, deletions, or additions.

ask 3 Maintain Generic Aging Lessons Learned Writer and Comments

he contractor shall provide a report from the Technical Issues Database identifying potential new and major technical issues or comments based on the continuous review of sources of information listed in Task 3.

ask 4 Create Proposed Changes to Incorporate Comments for Draft Generic Aging Lessons Learned Report for Subsequent License Renewal and Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants

he contractor shall provide proposed change sheets from the GALL Production Writer that will contain all the proposed changes and their technical bases on a particular AMP and the related line items to be provided to expert panel members for review and disposition.

ask 5 Produce Draft NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"

he contractor shall produce a Draft GALL Report for SLR. The document and deliverable requirements for this task are the same for Task 12. Please see deliverable requirements for Task 12.

ask 6 Produce Draft NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants," for Review and Comments

he contractor shall provide a Draft SRP-SLR. The document and deliverable requirements for this task are the same for Task 12. Please see deliverable requirements for Task 12.

ask 7 Support Public Meeting/Workshop Support

he contractor shall support a public meeting/workshop. As requested by the NRC COR, the contractor shall provide meeting and presentation materials and a summary of the workshop.

ask 8 Identify, Organize and Disposition Comments in Preparation of Final Subsequent License Renewal Guidance Documents

he contractor shall provide a report or change sheets of organized, tracked, and managed external and internal comments received on the draft SLRGDs in the GALL Database.

ask 9 Create Data and Text Changes to Incorporate Comments in Preparation of Final Subsequent License Renewal Guidance Documents

The contractor shall provide a report identifying proposed changes for each comment accepted by the NRC COR from Task 8 that were determined to require a change to the Draft GALL Report for SLR, Draft SRP-SLR, or Disposition of Public Comments and Technical Bases NUREG and a markup of the SLRGDs indicating the accepted changes.

Task 10 Produce Final NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"

The contractor shall provide a Final GALL Report for SLR. The document and deliverable requirements for this task are the same for Task 12. Please see deliverable requirements for Task 12.

Task 11 Produce Final NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"

The contractor shall deliver a Final SRP-SLR. The document and deliverable requirements for this task are the same for Task 12. Please see deliverable requirements for Task 12.

Task 12 Produce NUREG-XXXX, "Disposition of Public Comments and Technical Bases for the Subsequent License Renewal Guidance Documents NUREG-XXXX and NUREG-XXXX"

The contractor shall provide a Disposition of Public Comments and Technical Bases NUREG.

The contractor shall ensure the document is readable in Microsoft® Office Word 2010

For the deliverable, the contractor shall provide accessible, archival-quality, print-ready, Web-enabled PDF and DOCX source files that meet Federal and agency requirements for publications as specified in the publications below. The print and electronic copies shall match (print the paper copy from the PDF, which is generated from the file that is readable in Microsoft® Office Word 2010).

Electronic deliverables shall comply the following:

- Accessible: comply with the applicable standards of Section 508 of the Rehabilitation Act of 1973, as amended (see www.section508.gov Archival: generate PDF using Adobe Acrobat Professional 9.0 or newer with the downloaded NRC distiller and preflight profiles or NRC designated PDF generator and PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata (<http://www.nrc.gov/site-help/electronic-sub-ref-mat.html>).
- Print-ready: min. 600 dpi (1,200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF shall be an entire document, including cover, inside cover, title page, Form 335, etc. (see NUREG-1757)
- Web-enabled (electronic): bookmarks for navigation (generated so that it is readable by Microsoft® Office Word 2007 with the heading styles applied); live links to Web sites (entire URL shall be active); meet NRC Web publication standards; enabled for Fast Web view; match agencywide electronic standards (<http://www.nrc.gov/site-help/e-submittals.html>).

The contractor shall use the following guidelines for file names:

- Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens ("_" and "-")
- Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters
- Reserve the period (".", full stop) for the file extension at the end of the filename

In addition to general document quality standards, the contractor shall meet the following standards in:

- U.S. Government Printing Office (GPO) Style Manual
- NUREG-0650, "Preparing NUREG-series Publications," Revision 2
- NUREG-1379, "NRC Editorial Style Guide," Revision 2

NRC-HQ-13-C-03-0044

- NUREG-0544, "NRC Collection of Abbreviations," Revision 4
- www.plainlanguage.gov

Task 13 Provide Electronic Versions of Final Subsequent License Renewal Guidance Documents

The contractor shall provide five copies each of the following two CDs:

- CD1 shall contain the Final GALL Report for SLR, SRP-SLR, and Disposition of Public Comments and Technical Bases NUREG that are readable in Microsoft® Word format. The documents are to contain the linked bookmarks or anchors for the table of contents, active links within the document, and active links to other license renewal guidance pointing to specific sections of the text.
- CD2 shall contain the Final GALL Report for SLR, SRP-SLR, and Disposition of Public Comments and Technical Bases NUREG in Adobe PDF format. The documents are to contain the linked bookmarks or anchors for the table of contents, active links within the document, and active links to other license renewal guidance pointing to specific sections of the text.

Task 14 Related Support

The contractor shall perform activities which may include review of plant-specific AMR line-items to recommend generic AMPs, development of AMPs, development of more efficient tools, or other activities necessary for successful completion of this project.

Task 15 Monthly Letter Status Report

The technical status section of the report shall contain a summary of the work performed 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. Additionally, the report shall address the status of the contractor spending plan, showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion.

5.0 MEETINGS AND TRAVEL

One, 2-day orientation meeting at NRC headquarters located in Rockville, Maryland.

One, 2-day public meeting/workshop for discussion of the Draft GALL Report for SLR and Draft SRP-SLR located in Rockville, Maryland.

Sixty half-day teleconferences which include interface, direction setting, and review of deliverables to be held over the course of the base year and three option periods. The expectation is that the controller of the GALL Production Writer is present at these teleconferences.

Two, 1-day Advisory Committee on Reactor Safeguards meetings located at NRC headquarters in Rockville, Maryland. The expectation is that the contractor participates in the meetings via teleconference.

NRC-HQ-13-C-03-0044

No additional travel is expected for this contract. The contractor shall request and obtain written approval from the COR before incurring any travel costs.

2.0 LEVEL OF EFFORT

The level of effort for this contract is 5,370 hours.

3.0 NRC FURNISHED MATERIALS

The NRC COR will furnish the following materials to the contractor. Upon request, other background information and reference materials will be provided to the contractor, if available. When possible, electronic files will be provided to the contractor in Microsoft® Word.

- Previous revisions of the GALL Report, SRP-LR, and Disposition of Public Comments and Technical Bases NUREG for Changes in the License Renewal Guidance Documents are available on the NRC public website, www.nrc.gov.
- SERs related to LRAs are available on the NRC public website, www.nrc.gov.
- Microsoft® Excel spreadsheets of AMR line items from the licensee and applicants will be provided.
- Current version of Technical Issues Database
- Comments from NRC staff and members of the public. Various formats may be provided (e.g., electronic, redline strikeout, markup, handwritten).
- Technical reports from the RES, DOE, EPRI, and other industry organizations

4.0 LICENSE FEE

The work specified in this SOW is not 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 2012)

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with 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.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Research, under Contract/order number NRC-HQ-13-C-03-0044.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.246-9	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	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	TITLE	DATE
	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 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

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

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

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

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

F.4 PLACE OF DELIVERY--REPORTS (AUG 2011)

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

- a. Name: BENNETT BRADY (1 Electronic copy)
- b. Contracting Officer's Representative (COR)
- c. U.S. Nuclear Regulatory Commission
- d. Bennett.Brady@nrc.gov

- f. Name: Daniel App (1 Electronic copy)
- g. Contract Specialist (CS)
- h. U.S. Nuclear Regulatory Commission
- i. Daniel.App@nrc.gov

F.5 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on 07-08-2013 and will expire on 09-28-2014.

Base: 7/8/2013 – 9/28/2014

Option Period 1: 9/29/2014 – 9/28/2015

Option Period 2: 9/28/2015 – 7/7/2016

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Bennett Brady

Address: Email: Bennett.Brady@nrc.gov

Telephone Number: 301-415-2981

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed \$5,674 without the prior approval of the contracting officer.

(b) 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 prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which 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 FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(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 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed **\$5,674** without the prior approval of the contracting officer. Upon exercise of the option periods, the amount increases as follows:

(b) 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 prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which 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 FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(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.4 2052.216-71 INDIRECT COST RATES-ALTERNATE 2 (OCT 1999)

(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
Fringe Benefits	50%	Direct Labor	DOA – until revised
CNWRA O/H & G&A	105%	CNWRA Direct Labor & Fringe	DOA – until revised

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

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

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

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 009.570-2 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 IJC 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 IJC 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 herefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

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

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

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

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

Mr. Lane Howard
Dr. Yi-Ming Pan
Ms. Miriam Juckett
Mr. George Adams

Program Manager
Principal Investigator
Senior Research Scientist
Senior Research Engineer

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

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

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed

substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

H.3 2052.235-70 PUBLICATION OF RESEARCH RESULTS (OCT 1999)

(a) The principal investigator(s)/contractor shall comply with the provisions of NRC Management Directive 3.8 (Vol. 3, Part 1) and NRC Handbook 3.8 (Parts I-IV) regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.

(c) The principal investigator(s) shall coordinate all such publications with, and transmit a copy of the proposed article or paper to, the NRC Contracting Officer or Project Officer, prior to publication. The NRC agrees to review and provide comments within thirty (30) days after receipt of a proposed publication. However, in those cases where the information to be published is (1) subject to Commission approval, (2) has not been ruled upon, or (3) disapproved by the Commission, the NRC reserves the right to disapprove or delay the publication. Further, if the NRC disagrees with the proposed publication for any reason, it reserves the right to require that any publication not identify the NRC's sponsorship of the work and that any associated publication costs shall be borne by the contractor.

H.4 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

H.5 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007) ALTERNATE I (JUN 1989)

(a) As used in this clause--

"Invention" means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

"Made" means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

"Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention" means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights.

(1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License.

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations.

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--

(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals and international organizations pursuant to the following treaties or international agreements:

(e) Contractor action to protect the Government's interest.

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary
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(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications.

(k) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

H.6 2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property. The contractor shall comply with all applicable health,

safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the contracting office may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work. Thereafter, a start work order for resumption of work may be issued at the discretion of the contracting officer. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

H.7 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. 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.8 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.9 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.10 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.11 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.

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	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
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC 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
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
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
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005

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52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS ALTERNATE II (OCT 1997)	OCT 2010
52.216-8	FIXED-FEE	JUN 2011
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2011
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
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 TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	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 STANDARDS	JUN 2010
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
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE V (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUNE 2007)	OCT 2010
52.244-5	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
52.246-23	LIMITATION OF LIABILITY	FEB 1997

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
1030	NRC ACQUISITION REGULATION (NRCAR)	AUG 2011
	PROVISIONS AND CLAUSES	

I.2 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 FAPIS 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 FAPIS.

(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 FAPIS 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.3 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.4 52.216-7 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 15 days 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--

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(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.

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(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/.

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

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- (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 3 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.

1.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

1.6 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 representation 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>.

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(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-13-C-03-0044.

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

I.7 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.8 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.9 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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

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

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

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

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

I.10 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):

<https://www.acquisition.gov/far/>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM 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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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.

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)

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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 (July 2011).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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. **Taxpayer Identification Number.** The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs))).
- c. **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 System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. **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.
- e. **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.**

- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. 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.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.
- j. 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).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. 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>Cumulative</u> <u>Total</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).

(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.

p. **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.

q. **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, "Fixed Fee" (JUN 2011).

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

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

t. **Grand Totals.**

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 _____.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a) <u>Direct Costs</u>			
(1)	Direct labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3)	Government property (\$50,000 or more)	\$ _____	\$ _____
(4)	Government property, Materials, and		

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	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) Indirect Costs (provide the rate information applicable to your firm)

(10) Overhead _____ % of _____ (Indicate Base) \$ _____ \$ _____

(11) General and Administrative (G&A) _____ % of _____ (Indicate Base) \$ _____ \$ _____

Total Indirect Costs: \$ _____ \$ _____

(c) Fixed-Fee:

(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 (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$ _____

Note: The fee balance withheld by NRC may not exceed \$100,000.

Total Fixed-Fee: \$ _____ \$ _____

(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

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Engineer	50	\$10.00	\$	500		465
Computer Analyst	100	\$ 5.00	\$	500	<u>320</u>	
			\$2,400		1,760 hrs.	

2) Fringe Benefits - \$480Fringe @ 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	\$ 500	<u>\$100</u>
	\$2,400	\$480

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>
		\$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

3) Subcontracting - \$30,000

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

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(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%

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

J.2. ATTACHMENT 1**Overview Schedule**

Task	Activity/Deliverable	Date*
1	Attend Post-Award Orientation Meeting	No later than 10 business days from date of award of contract
2	Provide Generic Aging Lessons Learned (GALL) Production Writer	11/2013
3	Report identifying potential new and major technical issues or comments based on the continuous review of sources listed in Task 3	12/2015
4	Proposed change sheets from the Technical Issues Database	03/2014

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5	Draft Draft NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"	12/2014
	Final Draft NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"	3/2015
6	Draft Draft NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"	12/2014
	Final Draft NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"	3/2015
7	Contractor to participate in public meeting/workshop	07/2015
8	Proposed change sheets or mark-up of Draft GALL for SLR and mark-up of Draft SRP for SLR showing proposed additions, deletions and changes to Draft GALL for SLR and Draft SRP-SLR that came from the public meeting and public comment period.	09/2015
9	Report identifying proposed changes for each comment accepted and markup of the subsequent license renewal guidance documents indicating the accepted changes	10/2015
10	Draft Final NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"	11/2015
	Final Final NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"	03/2016
11	Draft Final NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"	11/2015
	Final Final NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"	3/2016
12	Draft NUREG-XXXX, "Disposition of Public Comments and Technical Bases for the Subsequent License Renewal Guidance Documents NUREG-XXXX and NUREG-XXXX"	04/2016
	Final NUREG-XXXX, "Disposition of Public Comments and Technical Bases for the Subsequent License Renewal Guidance Documents NUREG-XXXX and NUREG-XXXX"	08/2016
13	Compact Discs of Final Subsequent License Renewal Guidance Documents	09/2016
14	Activities such as review of plant-specific aging management review line-items to recommend generic aging management programs, development of aging management programs, development of more efficient tools, or other activities necessary for successful completion of this project	To be determined as assigned
15	Monthly Letter Status Report	15 th of each month

*Deliverable dates are approximated and may be subject to change with the exception of Task 15.

I.3 ATTACHMENT 2

Performance Requirement Summary

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
Task 1 <u>Requirement</u> Orientation Meeting	N/A	N/A	N/A
Task 2 <u>Requirement</u> Develop GALL Production Tool. <u>Deliverable</u> GALL Production Tool	Tool is developed in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review. All information is incorporated into the information resource.	NRC Project Officer (PO) and NRC Technical Monitor (TM) will inspect GALL Production Tool.	Full payment for 100% compliance. Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.
Task 3 <u>Requirement</u> Continue to review the sources specified in contract NRC-HQ-12-X-XXX X for new and major technical issues/comments. <u>Deliverable</u> Report identifying potential new and major technical issues or comments based on the continuous review of sources listed in Task 3.	All significant issues are clearly written and incorporated into the GALL Software/ Database tool. The issues include the source of the comment, a proposed resolution and the technical basis for resolution	NRC PO and NRC TM will inspect report.	Full payment for 100% compliance. Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.

<p>Task 4</p> <p><u>Requirement</u> Prepare material for expert panels to review and reach consensus on the final disposition of proposed changes and participate in expert panel team reviews with the NRC TM and NRC staff to obtain approval of each change.</p> <p><u>Deliverable</u> Proposed change sheets from the GALL Software/Database Tool</p>	<p>Material clearly identifies the issue or comment, the proposed resolution, change in GALL Report. Following expert panel team meeting, material will be marked to indicate the NRC-accepted change.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Tasks 5</p> <p><u>Requirement</u> Produce Draft NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal," for NRC TM review and public comment.</p> <p><u>Deliverable</u> Draft NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"</p>	<p>Report is prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>

<p>Task 6</p> <p><u>Requirement</u> Produce Draft NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"</p> <p><u>Deliverable</u> Draft NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"</p>	<p>Report is prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Task 7</p> <p><u>Requirement</u> Participate in public meeting/workshop</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>

<p>Task 8</p> <p><u>Requirement</u> Identify and catalog external stakeholder and internal NRC comments and document the basis of the disposition in the GALL Production Tool.</p> <p><u>Deliverable</u> Report or change sheets of organized, tracked, and managed external and internal comments received on the draft subsequent license renewal guidance documents (SLRGDs) in the GALL Software/Database Tool and their disposition or markup of the draft SLRGDs</p>	<p>Report is prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
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<p>Task 9</p> <p><u>Requirement</u> Develop proposed changes for each comment accepted by the NRC TM from Task 8 and participate in periodic team reviews, with the NRC TM and NRC staff to obtain approval from NRC TM of each change.</p> <p><u>Deliverable</u> Report identifying proposed changes for each comment accepted and markup of the subsequent license renewal guidance documents indicating the accepted changes</p>	<p>Report is prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Tasks 10</p> <p><u>Requirement</u> Produce Final NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"</p> <p><u>Deliverable</u> Final NUREG-XXXX, "Generic Aging Lessons Learned Report for Subsequent License Renewal"</p>	<p>Report is prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>

<p>Task 11</p> <p><u>Requirement</u> Produce Final NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"</p> <p><u>Deliverable</u> Final NUREG-XXXX, "Standard Review Plan for Review of Subsequent License Renewal Applications for Nuclear Power Plants"</p>	<p>Report is prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Task 12</p> <p><u>Requirement</u> Develop NUREG-XXXX, "Disposition of Public Comments and Technical Bases for the Subsequent License Renewal Guidance Documents NUREG-XXXX and NUREG-XXXX"</p> <p><u>Deliverable</u> Develop NUREG-XXXX, "Disposition of Public Comments and Technical Bases for the Subsequent License Renewal Guidance Documents NUREG-XXXX and NUREG-XXXX"</p>	<p>Report is prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>

<p>Task 13</p> <p><u>Requirement</u> Produce compact discs (CDs) of Final Subsequent License Renewal Guidance Documents</p> <p><u>Deliverable</u> CDs of Final Subsequent License Renewal Guidance Documents</p>	<p>CDs are prepared in accordance with requirements specified in the applicable task.</p>	<p>NRC PO and NRC TM will inspect report.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Task 14</p> <p><u>Requirement</u> Perform activities such as review of plant-specific aging management review line-items to recommend generic aging management programs, development of aging management programs, development of more efficient tools, or other activities necessary for successful completion of this project</p> <p><u>Deliverable</u> TBD</p>	<p>Deliverable is prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.</p>	<p>NRC PO and NRC TM will inspect deliverable.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>

Task 15			
<u>Deliverable</u> Monthly Letter Status Report	Reports are prepared in accordance with requirements specified in the applicable task, contain all approved changes, and have undergone peer review.	NRC PO and NRC TM will inspect report.	Full payment for 100% compliance. Items determined to be missing or incorrect will be corrected by Contractor. If not incorporated after initial identification by NRC, Contractor will add/correct at its own expense.

J.4 ATTACHMENT 3

Sample Monthly Letter Status Report for [Month]

A. Task Order Identification and Financial Summary Information

Contract Number

JCN Number
J-XXXX

Project Title:

Project Manager:

NRC COR:

(301) 415-xxxx

Total Award Amount:

Funds Obligated to Date:

Total Costs Incurred This Reporting Period Direct:

Total Costs Incurred This Reporting Period Indirect:

Cumulative Costs to Date:

Percent Expended (Cum. Cost/Obligated):

Balance of Obligated Funds Remaining:

Balance of Fund Required for Completion:

Period of Performance:

[illegible]

B. Efforts Completed/Schedule Milestone Information

Subtask	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date
1	xxx	09/30/2010		

C. Work Performed

Work under this task order is XX percent complete.

D. Problem/Resolution**E. Travel for This Period**

Name	Start Date	End Date	Destination

F. Plans for Next Period**G. Staff Hour Summary**

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

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF PAGES 1 62
	2. CONTRACT NO. (Proc. Inst. Ident.) NRC-HQ-13-C-03-0044	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-13-149 4/17/2013

5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SOUTHWEST RESEARCH INSTITUTE S W R I 6220 CULEBRA RD SAN ANTONIO TX 782385166 DUNS: 007936842	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A
--	---

10. SUBMIT INVOICES (4 copies unless otherwise specified) See Billing Instructions	ITEM
--	------

CODE	FACILITY CODE
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555	12. PAYMENT WILL BE MADE BY NRCpayments@nrc.gov U.S. Nuclear Regulatory Commission 11555 Rockville Pike Mailstop 03-E17A Rockville, MD 20852 PHONE: FAX:

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5) ()	14. ACCOUNTING AND APPROPRIATION DATA Obligate: \$55,300 PSC:R499 NAICS:541690 FAIMIS:131885 B&R:2013x0200-20-11-4-148 JOB:J4682 BOC:252A Appn:31x0200
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The purpose of this contract is to provide "Technical Assistance with the Production of Generic Aging Lessons Learned Report for Subsequent License Renewal" in accordance with the attached Statement of Work.				

15G. TOTAL AMOUNT OF CONTRACT	\$805,263
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16. TABLE OF CONTENTS			
(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			
	A	SOLICITATION/CONTRACT FORM	1
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4
	C	DESCRIPTION/SPECS./WORK STATEMENT	5
	D	PACKAGING AND MARKING	16
	E	INSPECTION AND ACCEPTANCE	17
	F	DELIVERIES OR PERFORMANCE	18
	G	CONTRACT ADMINISTRATION DATA	20
	H	SPECIAL CONTRACT REQUIREMENTS	22
(X)	SEC	DESCRIPTION	PAGE(S)
PART II - CONTRACT CLAUSES			
	I	CONTRACT CLAUSES	33
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	J	LIST OF ATTACHMENTS	46
PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	N/A
	L	INSTRS., CONDS., AND NOTICES TO OFFER	N/A
	M	EVALUATION FACTORS FOR AWARD	N/A

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (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.)	18. <input type="checkbox"/> SEALED-BID AWARD (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.)
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19A. NAME AND TITLE OF SIGNER (Type or print) R. B. Kalmbach Executive Director, Contracts	20A. NAME OF CONTRACTING OFFICER Monique Williams
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19B. NAME OF CONTRACTOR BY	19C. DATE SIGNED 07/02/2013	20B. UNITED STATES OF AMERICA BY	20C. DATE SIGNED 7/3/2013
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