

SOLICITATION, OFFER AND AWARD		3. CERTIFIED FOR NATIONAL DEFENSE UNDER DCSA REG. 2 AND/OR DMS REG. 1		4. PAGE 1 OF 44	
1. CONTRACT / PROD. / INST. / OTHER / NO		2. SOLICITATION NO. RS-OIP-80-338		5. DATE ISSUED 11/14/79	
<input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		6. REQUISITION/PURCHASE REQUEST NO. RFPA No. OIP-80-338			
7. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		8. ADDRESS OFFER TO (If other than choice 7)		THIS DOCUMENT CONTAINS POOR QUALITY PAGES	

In advertising procurement, offer and offeror shall be construed to mean one and the same.

SOLICITATION

9. Sealed offers in original and two (2) copies for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if handwritten, in the depository located in Room 286, 7915 Eastern Avenue until 2:00 PM local time December 18, 1979 at Silver Spring, MD 20910.

CAUTION - LATE OFFERS: See pars. 7 and 8 of Solicitation Instructions and Conditions. All offers are subject to the following:

1. The Solicitation Instructions and Conditions, SF 33-A 1-78
2. The General Provisions, SF 32, 1-78 edition, which is attached or incorporated herein by reference.
3. The Schedule included herein and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.

(Attachments are listed in schedule.)

FOR INFORMATION CALL (Name & telephone no.) (No collect calls) Mrs. Lee Medrow, (Area Code 301, 427-4420)

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OFFER (pages 2 and 3 must also be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

16. DISCOUNT FOR PROMPT PAYMENT (See par. 4, SF 32-1):
☐ 10 CALENDAR DAYS ☐ 20 CALENDAR DAYS ☐ 30 CALENDAR DAYS ☐ CALENDAR DAYS

17. OFFEROR <u>Dunns Establishment No. FACILITY CODE</u> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> The Franklin Institute 20th & The Parkway Philadelphia, PA 19103 </div> <u>00-174-1859</u>		18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) John R. Stover Vice President, FRC	
NAME AND ADDRESS (Street, city, county, state and ZIP code) AREA CODE AND TELEPHONE NO. <u>Principal Place of Performance:</u>		19. SIGNATURE <u>[Signature]</u> 20. OFFER DATE <u>12/18/79</u>	

AWARD (To be completed by Government)			
21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES (4 copies unless otherwise specified)		25. NEGOTIATED PURSUANT TO	
TO ADDRESS SHOWN IN BLOCK		<input type="checkbox"/> 10 USC 2304(a) <input type="checkbox"/> <input type="checkbox"/> 41 USC 251(c) <input type="checkbox"/>	
26. ADMINISTERED BY (If other than choice 7)	CODE	27. PAYMENT WILL BE MADE BY	CODE
28. NAME OF CONTRACTING OFFICER (Type or print)		29. UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature of contracting officer)	
		30. AWARD DATE	

Award will be made on this form or on Standard Form 28 or on other official written notice.

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SECTION B - CONTRACT FORM & REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFEROR

RFP RS-OIP-80-338

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

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REPRESENTATIONS (Check or complete all applicable boxes or blocks.)

The offeror represents as part of his offer that:

1. SMALL BUSINESS (See par. 14 on SF 33-A.)

He ☐ is, ☒ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY BUSINESS ENTERPRISE

He ☐ is, ☒ is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American-Aleuts.

3. REGULAR DEALER - MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

He is a ☒ regular dealer in ☐ manufacturer of, the supplies offered.

4. CONTINGENT FEE (See par. 15 on SF 33-A.)

(a) He ☐ has, ☒ has not, employed or retained any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he ☐ has, ☒ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

5. TYPE OF BUSINESS ORGANIZATION

He operates as ☐ an individual, ☐ a partnership, ☒ a nonprofit organization, ☒ a corporation, incorporated under the laws of the State of Pennsylvania.

6. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He ☐ is, ☒ is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY
AND MAIN OFFICE ADDRESS
(INCLUDE ZIP CODE)

(C) EMPLOYER'S IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33-A)

OFFEROR'S E.I. NO.

23-1370501

PARENT COMPANY'S E.I. NO.

7. EQUAL OPPORTUNITY

(a) He ☒ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he ☒ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) he ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

CERTIFICATIONS (Check or complete all applicable boxes or blocks)

1. BUY AMERICAN CERTIFICATE

The offeror certifies as part of his offer, that: each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

NONE

COUNTRY OF ORIGIN

SECTION B - CONTRACT FORM & REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFEROR (Continued)

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2. **CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract ☐ has, ☐ has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

3. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

4. **CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). **NOTE:** The penalty for making false offers is prescribed in 18 U.S.C. 1001.

ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:

AMENDMENT NO	DATE	AMENDMENT NO	DATE

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Representations, Certifications, and Acknowledgements Continued From SF
33 (page 3)

B. 5. WOMAN-OWNED BUSINESS

Concern is ☐ is not ☒ a woman-owned business. The business is publicly owned, a joint stock association, or a business trust yes no. The business is ☐ certified ☐ not certified.

A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

B. 6. PERCENT OF FOREIGN CONTENT

The offeror/contractor will represent (as an estimate), immediately after the award of a contract, the percent of the foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable).

B. 7. NON-DISCRIMINATION BECAUSE OF AGE CERTIFICATION (1-12.1001)

The offeror hereby certifies as follows:

☒ (a) In the performance of Federal Contracts, he and his subcontractors shall not in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational retirement plan, or statutory requirement, and

☒ (b) That contractors and subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts a maximum age limit for such employment unless the specified maximum age limit is based on a bona fide occupational qualification, retirement plan, or statutory requirement.

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.8 UTILIZATION OF MINORITY BUSINESS ENTERPRISES (FPR 1-1.1310-2)

- a. The Utilization of Minority Business Enterprises clause shall be included in all contracts in amounts which may exceed \$10,000 except (1) contracts which, including all subcontracts thereof, are to be performed entirely outside the United States, its possessions, and Puerto Rico, and (2) contracts for services which are personal in nature.

1. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government Contracts.

2. The Contractor agrees to use his best effort to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

B.9 UTILIZATION OF SMALL BUSINESS CONCERNS (FPR 1-1.710-3)

- a. The Utilization of Small Business Concerns clause shall be included in all contracts in amounts which may exceed \$10,000 except (1) contracts which, including all subcontracts there under, are performed entirely outside the United States, its possessions, and Puerto Rico, and (2) contracts for services which are personal in nature.

1. It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with Small Business Concerns.

2. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.10 COST ACCOUNTING STANDARDS (Applicable only to negotiated contracts exceeding \$100,000 except when: see Federal Procurement Regulation, Temporary Regulation 44 dated March 29, 1978.)

- A. It has been determined by the contracting officer or his duly authorized representative that this requirement ☐ is ☒ is not in support of the national defense pursuant to 4 CFR 331.20(b).
- B. If it has been determined that this requirement is in support of the national defense, complete this section. If it has not been determined to be in support of the national defense, proceed to Section C.

(1) DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES
AND CERTIFICATION

Any contract in excess of \$100,000 resulting from this solicitation except (i) when the price negotiated is based on: (A) Established catalog or market prices of commercial items sold in substantial quantities in the general public, or (B) prices set by law or regulation; (ii) contracts awarded to small business concerns (as defined in 1-701.1 of the Armed Services Procurement Regulations or FPR 1-1.701-1); or (iii) contracts which are otherwise exempt (see 4 CFR 331.30(b)) shall be subject to the requirements of the Cost Accounting Standards Board. Any offeror submitting a proposal, which, if accepted, will result in a contract subject to the requirements of the Cost Accounting Standards Board must, as a condition of contracting, submit a Disclosure Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation (see (I), below) unless (i) the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards exceeding the monetary exemption for disclosure as established by the Cost Accounting Standards Board (see (II), below); (ii) the offeror exceeded the monetary exemption in his cost accounting period immediately preceding the cost accounting period in which this proposal was submitted but, in accordance with the regulations of the Cost Accounting Standards Board, is not yet required to submit a Disclosure Statement (see (III), below); (iii) the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal (see IV) below);

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.10 COSTING ACCOUNTING STANDARDS (Continued)

or (iv) post-award submission has been authorized by the Contracting Officer. See 4 CFR 351.70 for submission of copy of Disclosure Statement to the Cost Accounting Standards Board.

CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed to practice for pricing proposals or accumulating and reporting contract performance cost data.

Check the appropriate box below.

☐ I. CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT(S)

The offeror hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows: (i) original and one copy to the cognizant contracting officer (Administrative Contracting Officer (ACO), see DOD Directory of Contract Administration Components (DOD 4105.59H)); and (ii) one copy to the cognizant contract auditor.

Date of Disclosure Statement(s): _____

Name(s) and Address(es) of Cognizant ACO(s) where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

☒ II. CERTIFICATE OF MONETARY EXEMPTION

The offeror hereby certifies that he, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts and subcontracts subject to Cost Accounting Standards totaling more than \$10 million in his cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if his status changes prior to an award resulting from this proposal, he will advise the contracting officer immediately.

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.10 COST ACCOUNTING STANDARDS (Continued)

CAUTION: Offerors who submitted a Disclosure Statement under the filing requirements previously established by the Cost Accounting Standards Board may claim this exemption only if the dollar volume of CAS covered national defense prime contract and subcontract awards in their preceding cost accounting period did not exceed the \$10 million threshold and the amount of this award will be less than \$10 million. Such offerors will continue to be responsible for maintaining the Disclosure Statement and following the disclosed practices on CAS covered prime contracts and subcontracts awarded during the period in which a Disclosure Statement was required.

☐ III. CERTIFICATE OF INTERIM EXEMPTION

The offeror hereby certifies that (i) he first exceeded the monetary exemption for disclosure, as defined in (II) above, in this cost accounting period immediately preceding the cost accounting period in which this proposal was submitted, and (ii) in accordance with the regulations of the Cost Accounting Standards Board (4 CFR 351.40(f)), he is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, he will immediately submit a revised certificate to the Contracting Officer, in the form specified under (I), above or (IV), below, as appropriate, to verify his submission of a completed Disclosure Statement.

CAUTION: Offerors may not claim this exemption if they are currently required to disclose because they were awarded a CAS covered national defense prime contract or subcontract of \$10 million or more in the current cost accounting period. Further, the exemption applies only in connection with proposals submitted prior to expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

☐ IV. CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT(S)

The offeror hereby certifies that the Disclosure Statement(s) were filed as follows:

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.10 COST ACCOUNTING STANDARDS (Continued)

Date of Disclosure Statement(s): _____

Name(s) and Address(es) of Cognizant Contracting
Officer(s) (ACO(s)) where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

(2) COST ACCOUNTING STANDARDS - EXEMPTION FOR CONTRACTS
OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption to the Cost Accounting Standards clause under the provisions of 4 CFR 331.30 (b)(8) is claimed. Failure to check the box below shall mean that the resultant contract is subject to the Cost Accounting Standards clause or that the offeror elects to comply with such clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(8) and certifies that he has received notification of final acceptance of all deliverable items on (i) all prime contractors or subcontracts in excess of \$500,000 which contain the Cost Accounting Standards clause, and (ii) all prime contracts or subcontracts of \$500,000 or less awarded after January 1, 1975, which contain the Cost Accounting Standards clause. The offeror further certifies he will immediately notify the Contracting Officer in writing in the event he is awarded any other contract or subcontract containing the Cost Accounting Standards clause subsequent to the date of this certificate but prior to the date of any award resulting from this proposal.

(3) COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED
CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 4 CFR 332, and elects to do so, he shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.10 COST ACCOUNTING STANDARDS (Continued)

☒ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(2), and certifies that he is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during his cost accounting period immediately preceding the period in which this proposal was submitted, he received less than \$10 million in awards of CAS covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of his total sales during that cost accounting period. The offeror further certifies that if his status changes prior to an award resulting from this proposal, he will advise the contracting officer immediately.

CAUTION: Offerors may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a contract of \$10 million or more, or if, during their current cost accounting period, they have been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

(4) ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE
TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in his established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☒ NO

NOTE: If the offeror has checked "yes" above, and is awarded the contemplated contract, he will be required to comply with the Administration of the Cost Accounting Standards clause.

- C. If it has been determined that this requirement is not in support of the national defense, complete this section.

(1) COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED
CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 4 CFR 332, and elects to do so, he shall

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.10 COST ACCOUNTING STANDARDS (Continued)

indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☒ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(2), and certifies that he is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during his cost accounting period immediately preceding the period in which this proposal was submitted, he received less than \$10 million in awards of CAS covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of his total sales during that cost accounting period. The offeror further certifies that if his status changes prior to an award resulting from this proposal, he will advise the contracting officer immediately.

CAUTION: Offerors may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a contract of \$10 million or more or if, during their current cost accounting period, they have been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

(2) COST ACCOUNTING STANDARDS CERTIFICATION -
NONDEFENSE APPLICABILITY

Any negotiated contract in excess of \$100,000 resulting from this solicitation shall be subject to the requirements of the clauses entitled Cost Accounting Standards - Nondefense Contract (FPR § 1-3.1204-2(a)) and Administration of Cost Accounting Standards (FPR § 1-3.1204-1(b)) if it is awarded to a contractor's business unit that is performing a national defense contract or subcontract which is subject to cost accounting standards pursuant to 4 CFR 331 at the time of award, except contracts which are otherwise exempt (see FPR § 1-3.1203-2(a) and (c)(4)). Otherwise, an award resulting from this solicitation shall be subject to the requirements of the clauses entitled Consistency of Cost Accounting Practices - Nondefense Contract (FPR § 1-3.1204-2(b)) and Administration of the Cost Accounting Standards (FPR § 1-3.1204-1(b)) if the award is (i) the first

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.10 COST ACCOUNTING STANDARDS (Continued)

negotiated contract over \$500,000 in the event the award is a contractor's business unit that is not performing under any CAS covered national defense or nondefense contract or subcontract, or (ii) a negotiated contract over \$100,000 in the event the award is to a contractor's business unit that is performing under any CAS covered national defense or nondefense contract or subcontract, except contracts which are otherwise exempt (see FPR § 1-3.1203-2(a) and (c)(4)). This solicitation notice is not applicable to small business concerns.

Certificate of CAS Applicability

The offeror hereby certifies that:

- A. ☐ It is currently performing a negotiated national defense contract or subcontract that contains a Cost Accounting Standards Clause (4 CFR 331), and it is currently required to accept that clause in any new negotiated national defense contracts it receives that are subject to cost accounting standards.
- B. ☐ It is currently performing a negotiated national defense or nondefense contract or subcontract that contains a cost accounting standards clause required by 4 CFR 331 or 332 or by FPR Subpart 1-3.12, but it is not required to accept the 4 CFR 331 clause in new negotiated national defense contracts or subcontracts which it receives that are subject to cost accounting standards.
- C. ☐ It is not performing any CAS covered national defense or nondefense contract or subcontract. The offeror further certifies that it will immediately notify the contracting officer in writing in the event that it is awarded any negotiated national defense or nondefense contract or subcontract containing any cost accounting standards clause subsequent to the date of this certificate but prior to the date of the award of a contract resulting from this solicitation.
- D. ☐ It is an educational institution receiving contract awards subject to FPR Subpart 1-51.3 (FMC 73-8, OMB Circular A-21).
- ☒ It is exempt under FPR 1-3.1203. (No defense contracts in excess of \$500,000).

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.10 COST ACCOUNTING STANDARDS (Continued)

E. ☐ It is a State or local government receiving contract awards subject to FPR Subpart 1-15.7 (FMC 74-4, OMB Circular A-87).

F. ☐ It is a hospital.

NOTE: Certain firm fixed price negotiated nondefense contracts awarded on the basis of price competition may be determined by the Contracting Officer (at the time of award) to be exempt from cost accounting standards (FPR § 1-3.1203-2(c)(4)(iv)).

Additional Certification - CAS Applicable Offerors

G. ☐ The offeror, subject to cost accounting standards but not certifying under D, E, or F above, further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices discussed in the Disclosure Statement(s) where they have been submitted pursuant to CASB regulations (4 CFR 351).

Data Required - CAS Covered Offerors

The Offeror certifying under A or B above but not under D, E, or F above, is required to furnish the name, address (including agency or department component); and telephone number of the cognizant contracting officer administering the offeror's CAS-covered contracts. If A above is checked, the offeror will also identify those currently effective cost accounting standards, if any, which upon award of the next negotiated national defense contract or subcontract will become effective upon the offeror.

Name of CO: _____

Address: _____

Telephone No.: _____

Standards not yet applicable: _____

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.11 AUTHORIZED NEGOTIATORS

Offeror shall furnish names and telephone numbers of personnel authorized to conduct negotiations and hold technical discussions under this solicitation:

R. F. Lovelace, Contracts Administrator	215/448-1303
(Name - Contractual Matters)	Telephone No.

J. R. Stover, Vice President, FRC	215/448-1217
(Name - Contractual Matters)	Telephone No.

Bonnie C. Talmi, Oak Ridge Office	615/482-6922
(Name - Technical Matters)	Telephone No.

B.12 AVAILABILITY OF TELECOPIER

Automatic	<u> X </u>	Telecopier No.	<u> 215/448-1296 </u>
Non-automatic	<u> </u>	Verification No.	<u> </u>

B.13 MAILING ADDRESS FOR PAYMENT

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown in Block 17, Page 1 for the offeror/contractor.

Office	Street
--------	--------

City	State	Zip Code
------	-------	----------

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

B.14 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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

The award to The Franklin Institute of a contract or the modification of an existing contract does () or does not (X) involve situations or relationships of the type set forth in 41 CFR paragraph 20-1.5403(b)(1).

If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR 20-1.5403(b)(1) are involved or the Contracting Officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the Contracting Officer. If the Contracting Officer determines that organizational conflicts exist, the following actions may be taken:

- (i) Impose appropriate conditions which avoid such conflicts,
- (ii) disqualify the offeror, or
- (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of § 20-1.5411.

The refusal to provide the representation required by § 20-1.5404(b) or upon request of the Contracting Officer the facts required by § 20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for awards; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

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

The offeror's failure to execute the representation required herein with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

Any contract resulting from a solicitation requirement shall include general clauses (41 CFR 20-1.5404-1) prohibiting contractors from engaging in relationships which may give rise to an actual or apparent conflict of interest. NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20) is included as Attachment M.1.1.

1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other type of restricted advertising.

2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraphs 7 and 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid

submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) It is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

(1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

Note: The term "telegram" includes mailgrams.

Note: The alternate late proposals, modification of proposals and withdrawal of proposals provision prescribed by 41 CFR 1-3.802-2(b) shall be used in lieu of provision 8, if specified by the contract.

9. DISCOUNTS.

(a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and accept-

ance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT.

(a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services,

sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. (a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a) (1), (a) (3), or (b) of the certification has been deleted or modified. Where (a) (2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

19. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

SECTION C - INSTRUCTIONS & CONDITIONS & NOTICES TO OFFERORS (Continued)

C.20

NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certificate provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of bidder or offeror to agree to the certification of nonsegregated facilities will render his bid or offer nonresponsive.

C.21

NOTICE OF PROPRIETARY INFORMATION

- (a) Notice of Proprietary Information - Offerors are advised that those portions of the technical proposal which are considered to be proprietary shall be so identified. In the event the offeror fails to indicate on the title page and each sheet of the proposal what portions of the proposal are proprietary, the NRC assumes no liability for disclosure or use of unmarked technical data and may use or disclose such data for any purpose. The clause set forth in paragraphs b. and c., below should be utilized by the offeror in marking his proposal.
- (b) Use and Disclosure of Data - Freedom of Information Act Requests - This data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part of any purpose other than to evaluate the proposal; provided that if a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction. The data subject to this restriction is contained in sheets _____. Our failure to mark the proposal with a legend or otherwise identify and restrict the disclosure and use of data in the proposal shall be interpreted by the NRC as an acknowledgement that the contents of the technical proposal may be released, disseminated, or otherwise disclosed by the NRC pursuant to a Freedom of Information Act request.
- (c) Moreover, each sheet for which the offeror desires to restrict disclosure shall be marked with the following legend:

"Use or disclosure of proposal data is subject to the restriction on the title page of this proposal. I claim that information contained herein is proprietary and shall not be disclosed by the NRC in accordance with Exemption 4 of the Freedom of Information Act."

SECTION C - INSTRUCTIONS & CONDITIONS & NOTICES TO OFFERORS (Continued)

C.22 DISPOSITION OF PROPOSALS

After award of contract, one copy of each unsuccessful proposal will be retained by NRC, Division of Contracts, for a period of six (6) months and unless otherwise notified by the offeror, upon submission of proposal, all other copies will be destroyed.

C.23 CONDUCT OF NEGOTIATIONS

To facilitate the negotiations process, if necessary, the offeror is requested to list the names and telephone number(s) of person(s) authorized to conduct negotiations.

R. F. Lovelace, Contracts Administrator	215/448-1303
NAME	TELEPHONE

J. R. Stover, Vice President, FRC	215/448-1217
NAME	TELEPHONE

C.24 RFP IDENTIFICATION

Mailing envelopes should be marked with the RFP number. Also, include the RFP number in your cover letter and on each page of your proposal. The proposal must be signed by an individual empowered to bind the organization contractually.

C.25 ACCEPTANCE PERIOD

Because of the time required by the Government to evaluate proposals adequately, offerors are requested to specify a proposal acceptance period of not less than 90 days.

C.26 Level of Effort

It is estimated that a one and one-half (1-1/2) manyear technical/clerical effort will be required for completion of the contract. This estimate is furnished for offerors' information only and is not to be considered restrictive for proposal purposes. Offerors are advised to use independent judgment in developing their proposals.

C.27 COST OF PROPOSAL PREPARATION

This solicitation does not commit the Government to pay any costs incurred for the preparation of proposals or for necessary studies or designs for the preparation thereof; nor to procure or contract for the articles or services shown under Section E herein. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

SECTION C - INSTRUCTIONS & CONDITIONS & NOTICES TO OFFERORS (Continued)

C.28 AWARD NOTIFICATION

All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection will not be made until a contract has been awarded.

C.29 OTHER CONTRACTURAL COMMITMENTS

The offeror shall list any commitments with other agencies, governmental or private, and indicate whether these commitments will or will not interfere with the completion of work and services contemplated under this proposal.

C.30 TYPE OF CONTRACT

It is contemplated that a Cost-Plus-Fixed-Fee Contract will be awarded; however, the Government reserves the right to negotiate and award whatever type contract is determined to be most appropriate. The offeror may submit an alternate proposal on any other basis considered appropriate in addition to the cost reimbursement type proposal requested herein. In addition to the special provisions of this request for proposal, any resultant contract shall include the general provisions applicable to the selected offeror's organization and type contracts awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations in effect at the time of execution of the proposed contract will be included.

C.31 PROPOSAL PRESENTATION AND FORMAT

- (a) Proposals will be typewritten or reproduced on letter-size paper and will be legible in all required copies. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art works, expensive paper and binding, expensive visual and other presentation aids are neither necessary or desired. Legibility, clarity, and completeness are important.
- (b) In order to conduct the evaluation as expeditiously and as comprehensively as possible, the Government desires that offerors respond in accordance with the guidelines set forth below:

SECTION C - INSTRUCTIONS & CONDITIONS & NOTICES TO OFFERORS (Continued)

C.31 PROPOSAL PRESENTATION AND FORMAT (Continued)

(b) Continued

Proposals submitted in response to this Request for Proposal shall be in two (2) parts:

A "Technical Proposal" and a "Cost Proposal." Submit six (6) copies of each. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. All documents submitted shall have a cover page with the identifying RFP title, the solicitation number, and name of the offeror.

- (1) Technical Proposal - (See the following Subsection C.32 for the specific content requirements.) The Technical Proposal shall not contain any reference to cost. Resource information such as data concerning labor hours, and categories, materials, subcontracts, travel, computer time, etc., shall be included in the "Technical Proposal" so that offeror's understanding of the scope of work may be evaluated. It must disclose your technical approach in as much detail as possible including, but not limited to the requirements of the Technical Proposal contents as listed in Subsection C.32.
- (2) Cost Proposal - (See the following Subsection C.33 for specific content requirements.) The contractor shall utilize the Optional Form 60, Contract Pricing Proposal (Research & Development), Attachment 2, in submitting his cost proposal. Offerors may, however, submit the necessary information in a different format where the offeror's accounting system makes use of the form impractical, or when required for a more effective and efficient presentation of cost information. In either instance, the information furnished shall include pertinent details sufficient to show the elements of cost upon which the total cost is predicated.

Cost will be evaluated on reasonableness, value and reliability.

If your records are currently under audit cognizance of a Government audit agency, the address and telephone of that office should be furnished. One (1) copy of the technical and cost proposal shall be submitted by the offeror to the cognizant Government audit agency concurrent with the submittal of the proposal to the NRC.

C.32 TECHNICAL PROPOSAL CONTENT

The offeror shall submit with the technical proposal full and complete information in the order set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement in accordance with the evaluation criteria set forth under SECTION D.

SECTION C - INSTRUCTIONS & CONDITIONS & NOTICES TO OFFERORS (Continued)

C.32 TECHNICAL PROPOSAL CONTENT (Continued)

Statements which paraphrase the scope of work without communicating the specific innovation proposed by the offeror or statements to the effect that the offeror's understanding can or will comply with the scope of work may be construed as an indication of the offeror's lack of understanding of the scope of work and objectives.

The technical proposal shall set forth as a minimum the following:

- (1) Proposed study approach for the total effort providing details and innovations considerably beyond and in addition to the government supplied work statement. In particular, the contractor should detail:
 - a. The primary (or secondary) data sources that he intends to employ for the study.
 - b. A survey plan for the data gathering efforts for Tasks I and II which reflects his understanding of the possible problems involved.
 - c. His degree of access to such data sources and the nature and extent of NRC assistance he believes will be needed to obtain the necessary information.
 - d. A description of the methods which he proposes to use in Task III, to analyze the adequacy of current information dissemination mechanism and practices.
- (2) The contractor's organizational structure and past work related to this study.
- (3) Management structure proposed for this study, with personnel identified by name, resume of education and experience, and fraction of time, by month, to be assigned to this study.

NOTE: Failure to discuss any of the above areas may be construed as a general lack of qualification in that area.

C.33 BUSINESS MANAGEMENT REQUIREMENTS(a) Cost Proposal

Offeror's cost proposal shall be submitted on Optional Form 60 or similar format, supported by necessary schedules and documentation, including but not limited to the following:

- | | |
|---------------|---|
| Material | - A detailed listing of items including the quality, basis of cost estimate, unit cost and sources of cost. |
| Labor | - The basis for the estimated hours broken down by category and task, and the source of labor rates. |
| Indirect Cost | - The source and basis of determination of all indirect costs. |

SECTION C - INSTRUCTIONS & CONDITIONS & NOTICES TO OFFERORS (Continued)

C.33 BUSINESS MANAGEMENT REQUIREMENTS (Continued)(a) Cost Proposal (Continued)

- Travel - The breakdown of all travel by trips, segregating all transportation and per diem costs. Copy of the official Government approval of the offeror's travel policy if granted, or in lieu thereof, a copy of the offeror's travel policy.
- Other - The offeror's fiscal accounting period (Fiscal Year) and the name, address, and the telephone number of the offeror's cognizant Government audit agency.

- (b) The management aspects shall include but not be limited to the following and any data pertinent thereto:
- (1) Project scheduling and contingency planning demonstrating a logical progression and integration of the tasks to insure completion within the performance period and without program slippage.
 - (2) Management organizational structure delineating areas of responsibility and authority under the proposed effort. Describe the relationship of the project organization to corporate management and to subcontractors, if any. Discuss the functions and authorities of the project manager.
 - (3) Procedures to periodically review in-house organizational functions, program reviews and controls and subsequent coordination with the NRC.
 - (4) Management controls expected to be utilized to preclude a contract cost growth.

(c) Manpower Availability

Describe the source of personnel required for performance of each task and not presently employed by the offeror. If any of the personnel are under commitment, describe the terms of the commitment(s). Note specifically the personnel that will be on board expecting a contract award.

(d) Consultants

Explain the need for consultant services. List proposed consultants if known by name. For each list show (a) nature of services, (b) fee rate, (c) total consultant fee and any other allowable related costs which may be involved, such as travel and per diem. Such fees may not be paid to employees of the contractor or to employees of the U. S. Government.

SECTION C - INSTRUCTIONS & CONDITIONS & NOTICES TO OFFERORS (Continued)

C.33 BUSINESS MANAGEMENT REQUIREMENTS (Continued)

(e) Subcontractors

If the offeror plans to subcontract out any of the work to be performed, list proposed subcontractors if known by name. Provide a detailed breakdown of specific work to be subcontracted out and the approximate cost involved.

(f) Labor Surplus Area Program Requirements

In keeping with the Federal Labor Surplus Area Program, the offerors are required to provide information on the general economic conditions of the area in which subcontractors are located, exact location of subcontractors (state, city, county), and the unemployment rate for the area, if known.

(g) Government-Furnished Facilities

Each offeror should identify any Government-owned facilities available to him which can be used in the performance of this proposed contract. The following information concerning such facilities should be provided:

- a. Value
- b. Contract under which accountable
- c. Cognizant Government Agency
- d. General Provisions (where applicable)
- e. Effect on proposed cost or performance if use is denied

(h) Additional Facilities or Property

In the event the offeror contemplates acquiring additional facilities or property in the performance of this work, such facilities or property shall be separately identified.

C.34 SIZE, STANDARD AND PRODUCT CLASSIFICATION

It has been determined that the material described herein is classified under the Standard Industrial Classification Manual as No. 7392 and a concern whose average annual receipts for its preceding 3 fiscal years do not exceed \$2 million is considered as a small business concern.

SECTION D - EVALUATION FACTORS FOR AWARD

D.1 The following factors, with their relative weights, will be considered in the evaluation of proposals and are listed in descending order of importance:

Weight

D.1.1 TECHNICAL

55 Points

The methods for achieving the described objectives will be evaluated on the basis of completeness, clarity and feasibility.

The proposer's approach will be evaluated on the basis of problem comprehension as demonstrated in the identification of the objectives and the specific commitments made in the proposal which will lead to a successful completion of the project. These are broken down as follows:

a. Soundness of offeror's technical approach to each task and the probability of success for the proposed approach. (25 Points)

b. Completeness and adequacy of technical proposal and approach and understanding of work statement. (20 Points)

In general, has the offeror presented an approach to performing the work that is of sufficient quality and in sufficient detail to warrant high confidence that useful results will be produced?

c. Has the offeror recognized and offered solutions to potential problem areas that could arise during the course of the study? (10 Points)

D.1.2 EXPERIENCE

30 Points

a. Relevance to the effort of the experience, educational background and prior accomplishments of the personnel to be assigned. (15 Points)

b. Experience in similar studies by the offeror. (10 Points)

c. Expected availability of proposed personnel. (5 Points)

SECTION D - EVALUATION FACTORS FOR AWARD (Continued)

	<u>Weight</u>
D.1.3 MANAGEMENT PLAN	15 Points
a. Adequacy of management plan to insure availability of needed resources, review of project effort, and logical progression to conclusion.	(10 Points)
b. Allocation of appropriate expertise to each task.	(5 Points)

TOTAL OF ALL WEIGHTED FACTORS - 100 Points

D.2 RELATIONSHIP OF TECHNICAL AND COST CONSIDERATIONS

While cost may not be a controlling factor, it will not be disregarded in the negotiation and award of a contract under this solicitation.

The degree of its importance will increase with the degree of equality of proposals in relation to the above factors on which selection is to be based.

A separate cost analysis will be performed on each cost proposal. To provide a common base for evaluation of costs proposals, the level of effort data shall be expressed in man hours.

A final best-buy analysis will be performed, taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

D.3 AWARD OF CONTRACT

Award will be made to the offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government; and who is considered to be responsible within the meaning of Federal Procurement Regulation 1-1.12.

The Government reserves the right without qualification, to accept or reject any or all proposals, to negotiate with any and all proposers regardless of the terms of the original proposal, and to request additional clarifying information either through written information or through conference with the proposers. All proposers are notified that award may be made without discussion of proposals and, therefore, proposals should be submitted initially on the most favorable terms, from a cost and technical standpoint.

CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D.

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PART II - THE SCHEDULE</p> <p>SECTION E - SUPPLIES/SERVICES AND PRICES</p> <p>The Contractor shall perform the following under the Technical Direction of the U. S. Nuclear Regulatory Commission.</p>				
1.	<p>Contractor shall perform a Study of U.S. Nuclear Health and Safety Information Dissemination to Foreign Countries and furnish documentation thereon in accordance with SECTION F.</p>	1	lot		

SECTION F - DESCRIPTIONS/SPECIFICATIONS

F.1 Background

As part of its ongoing concern with reactor safety, the Commission requested the staff to conduct an examination of possible approaches to health and safety (H&S) issues affecting power reactor exports. The staff analysis (SECY-78-365, July 3, 1978) considered the key factors contributing to the present concern for H&S implications of U.S. power reactor exports, particularly exports to developing countries, and examined several alternative measures for expanding NRC's role in foreign H&S matters related to U.S. reactor exports.

A copy of the staff report, SECY-78-365, "Health and Safety (H&S) Considerations in NRC Reactor Export Licensing and Nuclear Assistance Programs" is attached as Attachment 3 for use by offerors in preparation of their proposals.

One of the alternative measures considered in the staff report and approved by the Commission (Alternative 4) concerns the possibility that either the NRC and/or its export licensees undertake to supply recipient foreign governments and utilities with additional information on H&S matters that might not generally be available to them under existing information dissemination practices. The kind of information considered here would include in particular data on all safety-related changes in U.S. equipment similar to their power reactors imported from the U.S. While the study did not attempt to specify in detail the nature and extent of the information that ought to be transmitted to foreign governments and clients, it noted three possible ways of selecting and transmitting such information:

- Selection and transmittal of detailed information applicable to each exported power reactor.
- Selection and transmittal of generic information on all safety-related changes generally applicable to exported power reactors.
- Transmittal and periodic updating of complete licensing dockets of U.S. domestic plants similar to the exported power reactors.

The present study is designed to examine more closely the need of developing countries for additional H&S information, the various means of providing them with such information, and program costs of various means and quantities of information provided.

SECTION F- DESCRIPTION/SPECIFICATIONS (Continued)

F.1 BACKGROUND (Continued)

Objectives: To describe U.S. H&S-related information* dissemination practices and mechanisms as they exist today, to identify unsatisfied needs of the regulatory authorities of importing countries for U.S. H&S-related information, and to identify and evaluate ways the U.S. might address significant shortcomings or otherwise improve the dissemination abroad of U.S. H&S-related information, including better use of NRC records.

Purpose: To help assure that the U.S. makes available to the authorities of countries importing U.S. power reactors, H&S-related information which those authorities may require in order to regulate the construction and operation of those reactors with regard to public health and safety and environmental protection.

F.2 Specific Tasks

The contractor shall furnish the necessary qualified personnel, facilities, materials, and services to perform the following tasks:

F.2.1 Task I. Identify and Review All Sources of Information on Changes Made to U.S. Reactors

The contractor shall identify and review all the major commercial and governmental information repositories or information dissemination sources in the U.S. which currently supply, or could potentially supply foreign governments with information on all domestic H&S-related technical or operational changes, upgrades or modifications of U.S. reactors similar to those exported to other countries. The information sources to be considered shall include, among others, information bulletins prepared by U.S. nuclear vendors, NRC open document files (Public Document Room or Central Files), commercial technical or regulatory information services and other information repositories.

The output of this task shall be presented in an interim report listing the principal U.S. sources of information that are presently available or could be made available to foreign regulatory authorities, a description of the nature, scope, depth and subscription cost of the information contained in these sources, and a review of the dissemination practices and mechanisms whereby this information is presently made available to foreign authorities involved with nuclear programs.

* U.S. H&S-related information, as used in this solicitation, refers to information on the design, safety analysis, operational limits and conditions, and operational performance of selected power reactors in the U.S., as well as information on radiation monitoring and radioactive waste control, handling and storage systems employed with such reactors. The reactors of interest are those which are identical or most similar to power reactors which have been exported to other countries. The principal need of the importing countries is understood to be information pertaining to changes in equipment, design features, or operating conditions introduced or required for safety reasons in domestic reactors subsequent to the sale of similar reactors abroad.

SECTION F - DESCRIPTION/SPECIFICATIONS (Continued)

F.2.2 Task II. Survey of Foreign H&S Information Use

The contractor, with NRC's assistance, shall conduct a survey to identify the information sources and documents most frequently accessed by regulatory authorities in several developing countries (specifically Brazil, Korea, Mexico, Spain, Taiwan and Yugoslavia) for the purpose of keeping themselves informed on H&S-related information introduced in the U.S. to reactors similar to their own. Toward this end, the contractor shall develop suitable survey tools (printed questionnaires or other appropriate survey instruments and, after review by the NRC, apply these to selected nuclear regulatory authorities in the above-mentioned countries.

On the basis of the above survey, the contractor shall then identify potential weaknesses in existing U.S. information dissemination mechanisms and practices, and any other information availability or adequacy problems perceived by authorities in these countries.

F.2.3 Task III. Review and Assessment of Foreign H&S Information Use

On the basis of the information collected in the survey in Task II, the contractor shall: 1) review the information acquisition practices in these countries, 2) discuss the adequacy of the information at the disposal of these officials as regards their ability to make sound decisions regarding reactor purchases, equipment upgrades and plant operation, 3) assess the information most frequently utilized by these authorities in light of the available information base identified in Task I, and 4) identify and discuss any possible deficiencies or problem areas associated with the H&S information availability or usage.

F.2.4 Task IV. Assess Alternative Ways to Meet Foreign Information Needs

The contractor shall identify and propose corrective actions or alternative options which could help remedy the key deficiencies revealed in the previous tasks.

In proposing several measures or programs of differing scope or breadth to improve the dissemination and quality of H&S information made available to developing countries, the contractor shall focus mainly on those options that build on, and integrate as much as possible existing sources, practices, and mechanisms, rather than developing novel organizational structures and mechanisms. Special emphasis shall be placed on identifying options that could be implemented by the NRC, the major U.S. equipment vendors, other U.S. Government agencies, and the foreign regulatory agencies, etc. by making optimal use of documentation available in the NRC Public Document Room, Central Files, and commercial subscription services.

For each of the options proposed above, expected program effectiveness shall be examined in light of likely program costs to all affected parties (U.S. and foreign), implementation constraints (institutional, political, etc.) and potential increases in the quality and amount of information made available to the appropriate foreign authorities.

SECTION F - DESCRIPTION/SPECIFICATIONS (Continued)

F.3 DOCUMENTATION

The Contractor shall furnish documentation on the work performed in Subsection F.2 in accordance with NRC Manual Chapter 3202, "Publication of Unclassified Regulatory and Technical Documents Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements," attached hereto as Attachment 4, and the following:

F.3.1 Monthly Letter Reports

Each month, the contractor shall submit 3 copies of a brief letter report which summarizes: (1) the work performed during the previous month; (2) personnel time expenditures during the previous month; and (3) costs data as follows: (i) for the current period, (ii) cumulative to date, and (iii) estimated cost to completion. The first month's report shall provide a detailed outline of the work plan and any preliminary accomplishments. The reports shall be due by the 10th of each month with distribution as follows:

Contracting Officer's Technical Representative (COTR) - 2 copies

Contracting Officer - 1 copy

Monthly Letter Reports are not subject to the provisions of NRC Manual Chapter 3202.

F.3.2 TASK I Interim Report

The Task I Interim Report shall document the results of the effort performed under Subsection F.2.1. One copy of the Task I Interim Report in draft form shall be submitted to the COTR for review and approval prior to issuances of the Interim Report in final form.

SECTION F - DESCRIPTION/SPECIFICATIONS (Continued)

F.3.3 Final Report

Within five (5) months after the effective date of contract, the Contractor shall furnish to the Contracting Officer's Technical Representative (COTR) a draft copy of the final report. The report shall document the work accomplished under the contract including, but not limited to, the following:

- a. Documentation of the principal U.S. sources of information on H&S-related changes that are available or could be made available to foreign regulatory authorities, including a description of the nature, scope and depth of the information contained in these sources, and the dissemination practices whereby this information is presently made available to foreign regulatory authorities.
- b. Description of foreign information acquisition practices and the particular sources and documents most frequently accessed; foreign perceptions or views concerning adequacies/inadequacies of existing information dissemination practices, and an explanation of the methodology used to make the above determination.
- c. Description and discussion of the major weaknesses of the U.S. information sources and dissemination mechanisms.
- d. Detailed description of the rationales and methods used for reaching the conclusions in Task II, with special attention to limitations in the methods used and deficiencies in available data.
- e. Description and discussion of alternative corrective measures, including likely costs, expected improvement in the quality and quantity of information made available to foreign authorities, and potential institutional, political or other possible constraints on their implementation. Discussion of the extent to which these measures would be likely to enhance the ability of these authorities to discharge their responsibilities.

The COTR will furnish comments on the draft report to the Contractor within two weeks after receipt of the draft. Based on these comments, the Contractor shall revise the draft and submit the final report in an original and five (5) copies to the COTR and one (1) copy to the Division of Contracts, not later than six months after the effective date of this contract.

SECTION F - DESCRIPTION/SPECIFICATIONS (Continued)

F.4 Meetings

The Contractor shall be required to visit the Bethesda offices of the NRC to meet formally with the COTR at least twice during the period of the study effort--at the end of the third month to discuss the results of the Contractor's work, and at the end of the sixth month to brief NRC staff on the final report.

SECTION G - PACKAGING AND MARKING

G.1 Preservation and Packing

All materials to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and/or damages due to hazards of shipment, handling, and storage. Such packaging shall be accomplished in such a manner as to insure acceptance by common carrier and safe delivery at destination.

SECTION H - DELIVERIES OR PERFORMANCE

H.1 PERIOD OF PERFORMANCE

Performance under this contract shall begin on the effective date of contract and shall continue for six (6) months thereafter at which time all work specified herein shall be completed.

TASKS may be completed in accordance with the following suggested schedule:

- | | |
|----------|--|
| Task I | Completed within seventy-five (75) calendar days from effective date of contract. |
| Task II | Completed within ninety (90) calendar days from effective date of contract. |
| Task III | Completed within one hundred and twenty (120) calendar days from effective date of contract. |
| Task IV | Completed within one hundred forty-five (145) calendar days from effective date of contract. |

SECTION H - DELIVERIES OR PERFORMANCE (Continued)

H.2 TIME OF DELIVERY

Documentation and Meetings may be furnished in accordance with the following schedule:

<u>Report</u>	<u>Quantity</u>	<u>Time of Delivery</u>
Monthly Letter Reports	3 each	10th of Each Month
TASK I - Interim Draft	1 each	Within fifty (50) calendar days from effective date of contract.
- Interim Final	5 each	Within seventy-five (75) calendar days from effective date of contract.
Final Report - Draft	1 each	Within one hundred fifty-five (155) calendar days from effective date of contract.
- Final	7 each	Within one hundred eighty (180) calendar days from effective date of contract.
<u>Meetings</u>	<u>Quantity</u>	<u>Time of Delivery</u>
Progress Meeting	1 each	Three (3) months from effective date of contract.
Final Report Briefing	1 each	Six (6) months from effective date of contract.

SECTION H - DELIVERIES OR PERFORMANCE (Continued)

H.2 TIME OF DELIVERY (Continued)

Offerors may indicate alternate delivery schedule below:

<u>Report</u>	<u>Quantity</u>	<u>Time of Delivery</u>
Monthly Letter Reports	3 each	10th of the Month
TASK I - Interim Draft	1 each	
- Interim Final	5 each	
Final Report - Draft	1 each	
- Final	7 each	

<u>Meetings</u>	<u>Quantity</u>
Progress Meeting	1 each
Final Report Briefing	1 each

H.3 PLACE OF DELIVERY

The articles to be furnished hereunder shall be delivered to:

U. S. Nuclear Regulatory Commission
 Attn: Contracting Officer's Technical Representative
 (To be designated after award of contract) and/or
 Contracting Officer (whichever is appropriate)
 Washington, DC 20555

SECTION I - INSPECTION AND ACCEPTANCE

- I.1 Inspection and acceptance of the supplies and services to be furnished hereunder shall be made in accordance with the specifications set forth in SECTION F at destination by the Contracting Officer's Technical Representative.

SECTION J - SPECIAL PROVISIONS

J.1 SUBCONTRACTS FOR WORK OR SERVICES

No contract shall be made by the Contractor with any other party for furnishing any of the work or service herein contracted for without approval of the Contracting Officer, but this provision will not be taken as requiring the approval of contracts of employment between the Contractor and personnel assigned for services hereunder.

J.2 PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

- A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the Contractor in the performance of this contract, or information developed by the Contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The Contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the Contractor or developed by the Contractor in the performance of this contract.
- B. The Contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the Contractor in connection with the performance of work under this contract. The Contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.
- C. The Contractor's duties under this clause shall not be construed to limit or affect in any way the Contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

SECTION K - CONTRACT ADMINISTRATION DATA

K.1 TECHNICAL DIRECTION AND AUTHORIZED REPRESENTATIVE

The Contracting Officer may designate an authorized representative under this contract for the purpose of assuring that the services required under the contract are ordered and delivered in accordance therewith. Any technical instructions issued shall be signed by the authorized representative of the NRC. As used herein, technical instructions are instructions to the Contractor which provide details, suggest possible lines of inquiry, or otherwise complete the general scope of work as set forth within, and shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in fixed fee, cost or performance schedule. Such representative as may be appointed will be specifically designated in writing to the Contractor from the Contracting Officer, including the extent of such designee's authority.

K.2 TOTAL ESTIMATED COST AND OBLIGATION OF FUNDS

K.2.1 Total Estimated Cost - The total estimated cost to the Government for performance of this contract for the purpose of Clause 4 of the General Provisions entitled "Limitation of Costs" is \$(to be incorporated into any resulting contract).

K.2.2 Obligation of Funds - The amount presently obligated by the Government with respect to this contract is \$(to be incorporated into any resulting contract).

K.3 ALLOWABLE COST, FEE AND PAYMENT

K.3.1 Allowable Cost - The allowable cost under this contract, fixed fee and payment shall be made in accordance with Clause 5 of the General Provisions entitled "Allowable Cost, Fee and Payment."

K.3.2 Fixed Fee - The fixed fee payable to the Contractor for the performance of the work under this contract is \$(to be incorporated into any resulting contract). There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost performance of that work.

SECTION K - CONTRACT ADMINISTRATION DATA

K.4 BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS

General. The contractor shall submit vouchers for cost-reimbursement in the manner and format described herein and as illustrated in the sample voucher.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government 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." These forms are available from the Government Printing Office, 710 North Capitol Street, Washington, DC 20801.

Number of Copies. An original and six copies should be mailed to the NRC offices identified below.

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

Billing of Costs After Expiration of Contract. If cost-reimbursements are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited.

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

Supercession. These instructions supersede all previous billing instructions.

Preparation and Itemization of the Voucher. The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample voucher.

(a) Payee's Name and Address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/CCM Accounts Section, Washington, DC 20555. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, ATTN: E.L. Halman, Director, Division of Contracts, Washington, DC 20555. (iii) The original copy of the voucher should indicate that (2) copies have been forwarded to the Contracting Officer.

(b) Voucher Number. Insert the appropriate serial number of the voucher.

SECTION K - CONTRACT ADMINISTRATION DATA (Continued)

K.4 BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS (Continued)

- (c) Date of Voucher. Insert the date the voucher is prepared.
- (d) Contract Number and Date. Insert the contract number and the date of the contract.
- (e) Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address; except when an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts enter the amount currently obligated and available for payment.
- (g) Fixed Fee. Insert total fixed-fee (where applicable).
- (h) Billing Period. Insert the beginning and ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) Direct Costs. Insert the major cost elements
 - (i)(1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract.
 - (i)(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in direct costs should not be identified here.
 - (i)(3) Capitalized Nonexpendable Equipment. For educational institutions list each item costing \$1,000. or more; for contractors other than educational institutions list each item costing \$200. or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (1) the item number for the specific piece of equipment listed in the Property Schedule; (2) the Contracting Officer's Approval Letter, if the equipment is not covered by the Property Schedule; or (3) be preceded by an asterisk (*) if the equipment is below the approval level. Further itemization of vouchers shall only be required for items having specific limitations set forth in the contract.
 - (i)(4) Materials, Supplies, and Noncapitalized Equipment. This is consumable materials and supplies and equipment other than that described in (i)(3) above.
 - (i)(5) Premium Pay. This is remuneration in excess of the basic hourly rate.
 - (i)(6) Consultants' Fee. These are fees paid to consultants.
 - (i)(7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada; it should be billed

SECTION K - CONTRACT ADMINISTRATION DATA (Continued)

K.4 BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS (Continued)

- separately from foreign travel.
- (i)(8) Other. List all other direct costs in total unless significant in amount. If significant, list cost elements and dollar amount separately, e.g., subcontracts.
- (j) Indirect Costs--Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed-Fee. If the contract provides for a fixed-fee, it must be claimed as provided for by the contract. Cite the formula or method of computation.
- (l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustment, and adjusted amounts for the period.
- (m) Cumulative amount from Inception to Date of this Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (n) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (o) Adjustments. This includes amounts conceded by the contractor, outstanding suspensions, and disapprovals subject to appeal.
- (p) Grand Totals.

SECTION K - CONTRACT ADMINISTRATION DATA (Continued)

K.4 BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS (Continued)

SAMPLE VOUCHER		
(a) Payee's Name and Address The U. S. Nuclear Regulatory Commission Division of Accounting, CON Attention: Gov/Com Accts Section Washington, DC 20555	(b) Voucher No.	(c) Date Voucher Prepared
(e) Payee's Name and Address ABC CORPORATION 100 Main Street Anywhere, U.S.A. "or" The National Bank, Anywhere, U.S.A. Assignee for ABC Corporation Anywhere, U.S.A. (When Payments are Assigned)	(f) Total Estimated Cost of Contract	(g) Total Fixed-Fee
(h) This voucher represents reimburseable costs from July 1, 1977 through July 31, 1979		
(i) Direct Costs	(1) Amount Billed for Current Period	(n) Cumulative Amount From Inception to Date of this Billing
(i)(1) Direct Labor	\$ 3,400	\$ 6,000
(i)(2) Fringe Benefits	600	1,200
(i)(3) Capitalized Nonexpendable Equipment	5,000	8,000
(i)(4) Materials, Supplies and Noncapitalized Equipment	2,000	4,000
(i)(5) Premium Pay	100	150
(i)(6) Consultant's Fee	100	100
(i)(7) Travel -- Domestic	200	200
Foreign	200	200
(i)(8) Other	-0-	-0-
Total Direct Costs	\$11,600	\$20,650
(j) INDIRECT COSTS		
% of Direct Labor or Other Base (Formula)	4,000	6,000
(k) FIXED-FEE EARNED (Formula)	700	1,400
(n) Total Amounts Claimed	\$16,300	\$28,050
(o) Adjustments		
Outstanding Suspensions		(1,700)
(p) Grand Totals	\$16,300	\$26,350

SECTION L - GENERAL PROVISIONS

L.1 GENERAL PROVISIONS

The General Provisions of this contract consist of the "Cost Type Research and Development Contracts with Concerns Other Than Educational Institutions, Appendix A," revised 2/15/78, attached hereto as Attachment 5, and by this reference made a part hereof except as follows:

1. Clause 3 entitled "Limitation of Funds" is deleted in its entirety.
2. Clause 23 entitled "Nuclear Hazards Indemnity - Product Liability" is deleted in its entirety.
3. Clause 36 entitled "Required Source for Jewel Bearing" is deleted in its entirety.
4. Clause 53 entitled "Private Use of Information and Data" is deleted in its entirety.

5. The following clause is added as Clause 62:

"Clause 62 - COMPETITION IN SUBCONTRACTING (FPR 1-7.202.30 and 1-7.402.29). The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract."

6. The following clause is added as clause 63:

"Clause 63 - INTEREST (FPR 1-7.203-15 and 1-7.403-25)

Notwithstanding any other provision of this contract, unless paid within 30 days, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97. Amounts shall be due upon the earliest of (a) the date fixed pursuant to this contract; (b) the date of the first written demand for payment, consistent with this contract, including demand consequent upon default termination; (c) the date of transmittal by the Government to the Contractor of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (d) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement."

SECTION L - GENERAL PROVISIONS (continued)

L.1 GENERAL PROVISIONS (continued)

7. The following clause is added as Clause 64:

"Clause 64 - DISPOSITION OF MATERIAL (FPR 1-7.304-8 and 1-7.404-7)

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver f.o.b. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

PART III - LIST OF DOCUMENTS AND ATTACHMENTS

SECTION M - LIST OF DOCUMENTS AND ATTACHMENTS

- M.1 This solicitation contains the following attachments:
- M.1.1 NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20), Attachment 1
 - M.1.2 Optional Form 60, Contract Pricing Proposal, Attachment 2
 - M.1.3 Staff Report, SECY-78-365, "Health and Safety (H&S) Considerations in NRC Reactor Export Licensing and Nuclear Assistance Programs", Attachment 3
 - M.1.4 NRC Manual Chapter 3202, Attachment 4
 - M.1.5 Appendix A - General Provisions Cost-Type Contracts with Concerns Other Than Educational Institutions, Rev: February 15, 1978, Attachment 5

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.

20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

§20-1.5401 Scope and Policy

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

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

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC

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agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

§20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

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

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

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

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

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR §1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

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

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

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

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

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in §20-1.5405-2 in the following circumstances:

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

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

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

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

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

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

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

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

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

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

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

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractors will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

(5) Example. The ABC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

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

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

§20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.

ORGANIZATION -- CONFLICTS OF INTEREST REPRESENTATION

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

The award to _____ of a contract or the modification of an existing contract does () or does not () involve situations or relationships of the type set forth in 41 CFR § 20-1.5403(h)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR § 20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of § 20-1.5411.

(2) The refusal to provide the representation required by § 20-1.5404(b) or upon request of the contracting officer the facts required by § 20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

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

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

All contracts of the types set forth in § 20-1.5404(b) shall include the following clauses:

(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 interest (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 herein shall apply to performance or participation by the contractor as defined in 41 CFR § 20-1.5402(f) in the activities covered by this clause.

(c) Work for others. 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 who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the contractor believes with respect to itself or any such 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 prior to execution of such contractual arrangement.

(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, it does not have any organizational conflicts of interest, as defined in 41 CFR § 20-1.5402(a).

(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 shall 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 for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information. (1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) Use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such 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 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

§20-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related nonproduction contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of his key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

(b) The following additional contract clause may be included as section (i) in the clause set forth in § 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall 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 such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

§ 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of § 20-1.5404(b) and other relevant information. After evaluating this information against the criteria of § 20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award,

(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of § 20-1.5411.

§ 20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by § 20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with § 20-1.5411, neutralize the effects of the identified conflict.

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with § 20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with § 20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§ 20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:

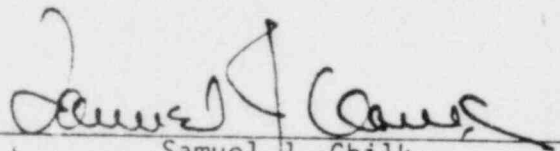
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and
- (3) contractual and/or technical review and supervision methods can be employed by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

§20-1.5412 Remedies

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

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission



Samuel J. Chilk
Secretary of the Commission

July 3, 1978

SECY-78-365

COMMISSIONER ACTION

For: The Commission

From: James R. Shea, Director
Office of International Programs

Thru: Executive Director for Operations. *JRS*

Subject: HEALTH AND SAFETY (H&S) CONSIDERATIONS IN NRC REACTOR
EXPORT LICENSING AND NUCLEAR ASSISTANCE PROGRAMS

Category: This paper concerns a major policy issue.

Purpose: To present the results of staff studies in the subject
areas requested by the Commission, to identify areas
where further work is required, and to solicit Commission
views on the recommendations of this paper.

Discussion: On May 10, 1977, the Commission requested that the Export
Study Group conduct an examination of possible approaches
to health and safety (H&S) issues affecting reactor exports.
The examination was to include, among others, approaches
analogous to the air frame certification done by the
Federal Aviation Administration for aircraft exports,
and the possibility of onsite safety reviews in foreign
countries.* The staff was to emphasize the availability
of effective mechanisms for conducting these programs,
additional resources needed to do an effective job, and
any additional legislative authority required.

Two recent events reflect Congressional concern about H&S
aspects of reactor exports. On January 4, 1978,
Congressman Clarence Long wrote a letter to
Chairman Hendrie requesting answers to several questions
on the H&S aspects of U.S. reactor exports:

Contact:
J. D. Lafleur, IP, 492-7131
H. B. Schechter, IP, 492-8155

Changes in requirements
in principle, any res
could be ap
licensed by NRC

DUPLICATE DOCUMENT

Entire document previously
entered into system under:

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No. of pages: 8

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--Should U.S. reactors be sold overseas without assurance (1) that the reactors will be designed and built safely, and (2) that the countries can operate them safely?

--Why aren't the American nuclear vendors held responsible for the design and construction of nuclear plants sold abroad?

--Why doesn't the NRC move toward a regulatory safety review of all U.S. reactors sold overseas?

More recently, Congressman John J. Cavanaugh proposed an amendment to the Export-Import Bank Act, which called for NRC to provide, as a condition of Ex-Im Bank financing of the sale of a nuclear reactor, "an evaluation based upon an analysis (i) describing the nuclear regulatory organization and practices of the recipient country, and (ii) indicating the extent to which the Health and Safety standards adopted and implemented by the recipient country are comparable with those established by the Nuclear Regulatory Commission." At this writing, the amendment was awaiting House floor vote.

On a related subject, over the last three years the Commission and its staff have discussed opportunities and policy alternatives for providing safety assistance to countries embarking on nuclear power programs. In accordance with various Commission requests, the analysis also compares bilateral assistance arrangements with multilateral assistance provided through the IAEA, and identifies the principal factors to be considered in providing assistance, such as resource limitations, and how to avoid the risk that countries might misconstrue NRC safety assistance as relieving them of responsibility for indigenous efforts to improve safety.

Because of the close relationship between H&S measures that could be incorporated into the export licensing process, and those ordinarily handled through NRC's international cooperative efforts, the staff (EDO staff, OGC and OPE) has combined the two analyses requested by the Commission into a single analysis, the report of which is attached to this paper. The issues raised by Congressmen Long and Cavanaugh are also addressed in this analysis.

NRC STAFF ANALYSIS
OF
HEALTH AND SAFETY CONSIDERATIONS
IN
REACTOR EXPORTS AND ASSISTANCE PROGRAMS

June 28, 1978

U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

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