

2. CONTRACT (Proc. Inst. Ident.) NO. NRC-03-89-029 3. EFFECTIVE DATE 9/29/89 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-89-029

5. ISSUED BY U.S. Nuclear Regulatory Commission Contract Negotiation Branch No. 1, P-1020 Div. of Contracts & Property Management Washington, DC 20555
 6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Contract Administration Branch, P-902 Div. of Contracts & Property Management Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., s, st, city, county, State and ZIP Code) Parameter, Inc. 13380 Watertown Plank Road Elm Grove, Wisconsin 53122
 8. DELIVERY FOB ORIGIN OTHER (See below)
 9. DISCOUNT FOR PROMPT PAYMENT Net

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 6 6

11. SHIP TO/MARK FOR CODE See Section F.6 FACILITY CODE
 12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Div. of Accounting & Finance, GOV/COM Section Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)(1) 41 U.S.C. 253(c)(1)
 14. ACCOUNTING AND APPROPRIATION DATA B&R: 920-19-04-03-0; FIN: L-1351; APPN: 31X0200.209; OBLIGATED AMOUNT: \$70,322.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
The U.S. Nuclear Regulatory Commission hereby accepts Parameter, Inc.'s Proposal dated June 2, 1989 and as revised, dated September 20, 1989, both of which are incorporated into this contract by this reference and made a part hereof, to provide technical assistance in support of vendor program inspections and review of licensee-vendor interfaces in accordance with Solicitation No. NRR-89-029 and its amendment. This is a cost-plus-fixed-fee type task ordering contract. The contract is completed as follows: 8910230173 890929 PDR CONTR NRC-03-89-029 PDC					
15G. TOTAL AMOUNT OF CONTRACT					\$ 767,374.67

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return TWO copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Richard A. Lofy, President
 20A. NAME OF CONTRACTING OFFICER Mark J. Flynn
 19B. NAME OF CONTRACTOR BY *Richard A. Lofy*
 19C. DATE SIGNED 9/29/89
 20B. UNITED STATES OF AMERICA BY *Mark J. Flynn*
 20C. DATE SIGNED 9/28/89

1. Section B.2, "CONSIDERATION AND OBLIGATION--TASK ORDERS," is deleted in its entirety and the following new Section B.2 is substituted in lieu thereof:

"B.2 CONSIDERATION AND OBLIGATION--TASK ORDERS (JUNE 1988)

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$767,374.67. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the Contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to this contract is \$70,322.00. This obligated amount represents the designated minimum 12 staff weeks of effort for years 1 through 3 of contract performance (See Section I.11 - Minimum and Maximum Orders.) The Contracting Officer shall issue Task Orders for work under this contract up to the minimum 12 staff weeks of effort. Thereafter, funds will be obligated on each individual Task Order issued hereunder.

c. A total estimated cost and fee, if any, will be negotiated for each Task Order and will be incorporated as a ceiling in the resultant Task Order. However, a ceiling fee of 2.5% is hereby established for Task Orders issued under this contract. The Contractor shall comply with the provisions of 52.232-20, "Limitation of Cost," for fully funded Task Orders and 52.232-22, "Limitation of Funds," for incrementally funded Task Orders issued hereunder.

(End of Clause)"

2. Under Section F.3, "DURATION OF CONTRACT PERIOD," the first sentence is completed as follows:

"The ordering period for this contract shall commence on September 29, 1989 and will expire on September 28, 1992."

3. Section F.6, "PLACE OF DELIVERY," is completed as follows:

a. Under paragraph a., insert the Project Officer's name, "Bernard L. Grenier."

b. Under paragraph b., insert the Contracting Officer's name "Timothy Hagan" and mail stop "P-902."

4. Section G.1, "INDIRECT COST RATES," paragraph a. is completed as follows:

"100% overhead rate based on direct labor."

5. Section G.2, "Project Officer Authority," paragraph a. is completed as follows:

"Name: Bernard L. Grenier
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Regulatory Research
Planning, Program and Management Support Branch
Mail Stop: OWFN 11-H-22
Washington, D.C. 20555

Telephone Number: (301) 492-1231"

6. Under Section H.1, "KEY PERSONNEL," paragraph a., insert the following name:

"Richard A. Lofy"

7. Under Section I.1, "NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE," Clause No. 52.219-9, "SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (APR 1984)," is deleted in its entirety and the following full text Clause No. 52.219-9 is substituted in lieu thereof:

"I.12 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS
SUBCONTRACTING PLAN (FAR 52.219-9) (AUG 1989)

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns and with small

disadvantaged business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns and with small disadvantaged business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

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

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of -

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns; and

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

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

(8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the programs' requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; PROVIDED, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)"

8. Parameter Inc.'s Small Business and Small Disadvantaged Business Subcontracting Plan, attached hereto, is hereby incorporated into this contract.

9. Under Section I.1, "NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE," Clause No. 52.233-3, "PROTEST AFTER AWARD ALTERNATE I (JUNE 1985)," is deleted in its entirety and the following full text Clause No. 52.233-3 is substituted in lieu thereof:

"I.13 PROTEST AFTER AWARD (FAR 52.233-3) (AUG 1989)
ALTERNATE 1 (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)"

10. Under Section I, the following full text clauses are hereby incorporated into this contract:

"I.14 LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN
(FAR 52.219-16) (AUG 1989)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled Small and Small Disadvantaged Business Subcontracting Plans, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial products plans, i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled, Small Business and Small Disadvantaged Business Subcontracting Plan, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may leave.

(End of clause)"

I.15 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY --
MODIFICATION. 52.203-9 (MAY 1989)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract. A contract modification may not be executed without the certification.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY -- MODIFICATION (MAY 1989)

(1) I, Richard A. Lofy (Name of certifier), am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), (hereinafter referred to as the Act), as implemented in the FAR, occurring during the conduct of this procurement (contract number NRC-03-89-029) (modification number _____).

(2) As required by subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of PARAMETER, Inc. (Name of offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (c), or (e) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label "Certificate of Procurement Integrity -- Modification (Continuation Sheet)") (ENTER "NONE" IF NONE EXISTS)

NONE

Richard A. Lofy
(Signature of the Officer or Employee Responsible for the Modification Proposal)

9/29/89

(Date)

Richard A. Lofy

(Typed Name of the Officer or Employee Responsible for the Modification)
Proposal]

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the Contractor may rely upon the certification by an officer, employee, agent, representative, or consultant that such person is in compliance with the requirements of subsections 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as implemented in the FAR, unless the Contractor knows, or should have known, of reasons to the contrary. The Contractor may rely upon periodic certifications that must be obtained at least annually, supplemented with periodic training programs. These certifications shall be maintained by the Contractor for a period of 6 years from the date of execution.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of Clause)

I.16 REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-10) (MAY 1989)

(a) The Government, at its election, may reduce the price of a fixed price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (c) of this clause if the head of the agency or his or her designee, determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee associated with the particular contract modification.

(b) Prior to making such a fee or profit reduction, the agency head or his or her designee shall provide to the Contractor a written notice of the action being considered and the basis therefor. The Contractor shall have a period determined by the agency head or his or her designee, but in no event less than 30 calendar days after receipt of such notice, to submit in

person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or his or her designee may, upon good cause shown, determine to reduce the contract or contract modification price or fee by an amount which is less than the amount determined under paragraph (c) of this clause.

(c) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 10 percent of the amount of each award fee otherwise payable to the contractor for each incentive period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(1) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;

(ii) When the contract provides for multiple deliverables, reduce the amount otherwise payable to the contractor upon each delivery and acceptance by an amount determined by the Contracting Officer to be the profit portion of each payable amount until the cumulative total of such reductions is equal to the initial target profit amount specified in the contract at the time of contract award;

(iii) In addition to any other withholdings, retentions or reserves, reduce the amount of progress payments otherwise payable in connection with each invoice or voucher properly submitted by the contractor for payment until the aggregate progress payments amounts so withheld equal the initial target profit established at the time of contract award; or

(iv) If the Government elects either (c)(4) (ii) or (iii) of this clause, at the time of total final price establishment, the price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the amount of initial target profit

specified in the contract at the time of contract award and such reduced price shall be the total final contract price. Any progress payments amounts retained by the Government in (c)(4)(iii) of this clause shall be returned to the contractor, if appropriate.

(5) For firm-fixed-price contract or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(d) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraphs (b) and (c) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract or modification for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.17 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (52.209-6) (MAY 1989)

(a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. If a Contractor intends to subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into such subcontract. The notice must include the following:

- (1) The name of the subcontractor;
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the list of Parties Excluded from Procurement Programs;
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(b) The Contractor's compliance with the requirements of 52.209-6 will be reviewed during Contractor Purchasing System Reviews (see FAR Subpart 44.3).

(End of clause)"

11. Section J, "LIST OF ATTACHMENTS," Attachment Number 1, "Billing Instructions," is deleted in its entirety and the revised Attachment No. 1, "Billing Instructions for Cost-Reimbursement Type Contracts, Revised 8/89," attached hereto, is substituted in lieu thereof.

12. All other terms and conditions as shown in the Solicitation No. RS-NRR-89-029 and its Amendment No. One remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. <u>One</u>	3. EFFECTIVE DATE <u>May 31, 1989</u>	4. REQUISITION/PURCHASE REQ. NO. <u>NRR-89-029</u>	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Washington, D.C. 20555		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TO ALL OFFERORS	(g)	9A. AMENDMENT OF SOLICITATION NO. <u>RS-NRR-89-029</u>
	X	9B. DATED (SEE ITEM 11) <u>5/15/89</u>
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning two copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.



(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify date of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return two copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- For clarification purposes, it is noted that Section H.9 incorporates a modification to Section 20-1.5405-1, General Contract Clause, that is applicable to both Section H.6 and Attachment No. 2, "Contractor Organizational Conflict of Interest."
- Section K.14 "ORGANIZATIONAL CONFLICT OF INTEREST" is deleted in its entirety and the following new Section K.14 is substituted in lieu thereof:

Except as provided herein, all terms and conditions of the document referenced in Item 5A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <u>Richard A. Lofy, President</u>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>Mark J. Flynn</u>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <u>9/29/89</u>	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <u>5/31/89</u>

"K.1' ORGANIZATIONAL CONFLICTS OF INTEREST (MAR 1987)

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

The award to PARAMETER, Inc. 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 20-1.5403(b)(1)."

3. All other terms and conditions of Solicitation No. RS-NRR-89-029 remain unchanged.

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-NRR-89-029	4. TYPE OF SOLICITATION () SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED May 15, 1989	6. REQUISITION/PURCHASE REQ. NO. NRR-89-029	
7. ISSUED BY CODE U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 1; P-1020 Washington, DC 20555	8. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Handcarried offers (including Express Mail) must be delivered to the address in Item 9	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 1011, 7920 Norfolk Avenue, Bethesda, MD 20814, until 10:00 A.M. local time on June 20, 1989. CAUTION: Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Helen Hagey	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-9449
---------------------------	-------------------------	--

X SEC	11. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
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C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
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M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

SOLICITATION, OFFER AND AWARD

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% 30 CALENDAR DAYS 0% _____ CALENDAR DAYS _____%


14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
1	5/31/89		

15A. NAME AND ADDRESS OF OFFEROR	CODE : _____	FACILITY : _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
	PARAMETER, Inc.		Richard A. Lofy, President
	13380 Watertown Plank Road		
	Elm Grove, WI 53122		

15B. TELEPHONE NO. (Include Area Code) (414) 786-7580

15C. CHECK IF REMITTANCE ADDRESS IS () DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE  18. OFFER DATE: June 19, 1989

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED: 20. AMOUNT: 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 () 10 U.S.C. 2304(c)() () 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM No. 25

24. ADMINISTERED BY (If other than Item 7) CODE : _____ 25. PAYMENT WILL BE MADE BY CODE : _____
 U.S. Nuclear Regulatory Commission
 Division of Accounting and Finance
 GOV/COM Accounting Section
 Washington, DC 20555

26. NAME OF CONTRACTING OFFICER (Type or Print) 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

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OFFERORS/BIDDERS PLEASE NOTE:

An (*) means the information is to be incorporated by the Contracting Officer into any resultant contract.

Due to NRC's security screening and to ensure that all bids are timely received, all bidders are encouraged to have all bids at the bid opening location specified under Section L one hour prior to the scheduled bid opening time identified in Block No. 9 of page one of this solicitation.

Conflict of interest is an important consideration for this procurement due to the nature of the work. Refer to Sections H and I and to Attachment 2 of Section J.

The Offeror is reminded to fill out all certificates throughout this solicitation, particularly in Sections I and K.

Refer to Section L for instructions, conditions and notices to offerors.

Any reference to Contractor Spending Plan herein will not be applicable under this contract.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE I (JUNE 1988)

a. Brief description of work:

The Contractor shall provide technical assistance in support of vendor program inspections and review of licensee-vendor interfaces. The inspection will encompass any design work, manufacturing, testing, and other verification activities being performed by the vendor. Vendor program inspections may be performed at any commercial nuclear power plant/or at related vendor facilities in the United States. The period of performance is three years with two one-year options.

b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders-issued hereunder.

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION--TASK ORDERS (JUNE 1988)

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is ____*____. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to this contract is \$____*____. This obligated amount represents the designated minimum 12 staff weeks of effort for years 1 through 3 of contract performance (See Section I.11 - Minimum and Maximum Orders.) The Contracting Officer shall issue Task Orders for work under this contract up to the minimum 12 staff weeks of effort. Thereafter, funds will be obligated on each individual Task Order issued hereunder.

c. A total estimated cost and fee, if any, will be negotiated for each Task Order and will be incorporated as a ceiling in the resultant Task Order. However, a ceiling fee of ___*___% is hereby established for Task Orders issued under this contract. The Contractor shall comply with the provisions of 52.232-20, Limitation of Cost for fully funded Task Orders, and 52.232-22, Limitation of Funds for incrementally funded Task Orders issued hereunder.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK (MAR 1987)

TITLE: "TECHNICAL ASSISTANCE FOR SUPPORT OF THE NRC VENDOR INSPECTION PROGRAM"

C.1.1 Background

Since the beginning of the nuclear power industry, there have been problems with the quality of components purchased for nuclear power plants. The existence of these and other quality problems led to the development of Appendix B to 10 CFR Part 50, "Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants." Criterion IV of Appendix B, "Procurement Document Control," requires the licensee to assure that the applicable regulatory requirements are included or referenced in all procurement documents. Criterion VII, "Controls of Purchased Material, Equipment, and Services," requires that services conform to the procurement documents and further requires that licensees assess the effectiveness of the contractors' and subcontractors' quality control and quality assurance programs. These requirements are the basis for the NRC's inspection of vendors performed by the Vendor Inspection Branch (RVIB) of the NRC Office of Nuclear Reactor Regulation.

The vendor inspection program started in the early 1970's with NRC inspectors accompanying licensees on inspections of contractors, subcontractors, and vendors. This approach, called the "host-concept," had limited success. In 1974 the program was modified and the Licensee, Contractor, Vendor Inspection Program (LCVIP) consisting of only NRC inspectors was initiated on a trial basis. In 1977 the Commission reviewed the trial program and reaffirmed the need to inspect Quality Assurance (QA) programs at the vendor level. The primary emphasis of the LCVIP was to ensure the existence of a quality assurance program which met the provisions of Appendix B, 10 CFR Part 50. Secondary emphasis was placed on actual inspection of the products and processes as a basis for verifying the proper implementation of a QA program.

Several factors have indicated the need for further

evaluation of the vendor inspection program. These factors include special studies performed for the NRC, experience gained from vendor inspections, the occurrence of component failure-related significant operating reactor events and the general shift within the NRC inspection program towards more inspection of hardware and less programmatic review. The improvements being implemented as a result of this evolutionary process include:

- Increased emphasis on vendor equipment-related significant issues concerning operational safety.
- Increased inspection of technical/hardware areas and decreased inspection of paper and programmatic quality assurance areas.
- Increased interaction with other NRC activities related to vendor inspections and the quality of vendor products.
- Increased NRC actions which emphasize and reinforce licensee responsibilities for the quality of vendor products.
- Increased inspection of licensee procurement programs and the relationships with key vendors furnishing equipment, hardware and services.

C.1.2. Contract Objectives

The objective of this contract is to obtain technical expertise in the areas describes in Section C.1.3 below to assist the NRC in conducting vendor inspections. These inspections at the vendor facilities is to provide a comprehensive review of the vendor's implementation of the licensee's procurement documents and specifications. The inspections will encompass any design work, manufacturing, testing, and other verification activities being performed by the vendor. The inspection will start with a review of procurement packages to establish the applicable requirements, include a review of in-process work to establish compliance with procedures, and conclude with an inspection of the finished product. The scope of each inspection will be defined by the NRC, within the Task Order work scope, to be responsive to unique conditions for a particular facility and known or suspected generic problems.

C.1.3 Scope of Work/Work Requirements

The scope of work involves furnishing any or all of the technical disciplines required for the performance of vendor program inspections or to review related applicant/licensee activities as described herein. These

disciplines include: Civil/Structural Engineering, Mechanical Engineering, Welding Engineering, Level III Non-Destructive Examination (NDE) Specialists, Chemical Engineering, Metallurgical Engineering, Electrical Engineering, Electronics Engineering, Instrumentation & Control Engineer, Nuclear Engineering, Software Engineering, Procurement, and Quality Assurance/Quality Control Engineering. A minimum of two and maximum of 30 inspections per year are expected to be performed. During any week as many as two inspections may be conducted simultaneously, and more than one person in separate disciplines may be required. Vendor program inspections may be performed at any commercial nuclear power plant and/or at related vendor facilities in the United States. In such cases, the personnel involved under this contract will participate in on-site inspections conducted by NRC personnel and will be members of the NRC inspection team.

In response to Task Orders issued by the NRC Contracting Officer, the contractor shall provide as requested, the qualified personnel, facilities, test/inspection equipment (e.g. hardness testing, tensile testing, nondestructive test facilities, ultrasonic testing chemical: metallic testing, impact testing) materials, and services required to conduct vendor inspections (a minimum of two and a maximum of 30 annually) at reactor sites, utility offices, architect-engineering offices, and at vendor facilities. Included in this technical assistance is assistance in follow-up of generic activities related to the vendor inspection.

In the technical areas delineated in the individual task order statements of work, contractor specialists will be responsible for performance of technical work including, but not limited to:

- (a) Reviewing background information.
- (b) Selecting the facility aspects to be reviewed during the inspection.
- (c) Reviewing quality assurance/quality control programs for accuracy, completeness, and acceptability.
- (d) Reviewing vendor responses to NRC inspection findings and concerns, and providing written evaluations of the responses.
- (e) Reviewing any additional information (not covered above) necessary to evaluate the operations aspects of the subject facility or to close-out inspection and review findings and concerns.
- (f) Providing expert testimony on problems, issues, and

allegations at public hearings which result from the inspections and reviews.

- (g) Documenting the results of inspections and reviews and other assignments from the NRC Project Officer.
- (h) Providing an internal quality assurance program to ensure contractor tasks are conducted in an efficient and satisfactory manner.
- (i) Providing technical assistance to NRC Regions and Headquarters staff and conducting inspections related to the Vendor Inspection Program, and providing services to verify corrective actions and other follow-up activities.
- (j) Providing technical assistance to NRC in the development/compilation of information and technical data (including inspections, meetings and document reviews at operating reactor sites, vendor facilities and other locations).
- (k) Providing assistance to NRC in the development of requirements and criteria for NRC programs and procedures for inspection and other work pertaining to the Vendor Inspection Program.
- (l) Providing assistance to NRC in the preparation of procedures and program documents related to the Vendor Inspection Program.
- (m) Developing and/or conducting training programs for inspectors performing NRC activities related to the Vendor Inspection Program.
- (n) Providing assistance in conducting studies and reviews of licensee and vendor-interface procedures, plans, and techniques to be employed in plant operations and QA Programs.
- (o) Providing assistance in the performance of inspections and analyses to determine causes of problems related to plant operations and QA Programs. Evaluating corrective actions by licensees and vendors to avoid recurrence.
- (p) Performing and/or observing technical tests and analyses as required.
- (q) Preparing and providing reports and documents, and attending conferences as required by the NRC.

C.1.4 Meetings and Travel

Each task order will specify any required travel to

vendor facilities and nuclear power plant sites throughout the United States; NRC offices in Rockville, MD; NRC Regional Offices; and any other locations required for performance of the work detailed in the task order statement of work.

Up to two oral briefings per year by the contractor may be held at NRC Headquarters, Rockville, Maryland, with the Project Officer to review contractor progress and performance. In addition, up to four progress review meetings per year may be held by the Project Officer in the contractor's home office.

Except for domestic travel specified in a Task Order, all domestic travel requires the prior approval of the NRC Project Officer.

All foreign travel must be approved in advance by the NRC on NRC Form 445 and shall be in accordance with 52.247-63 - Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the NRC Contracting Officer.

C.1.5 NRC Furnished Materials

The NRC Project Officer will furnish vendor and/or licensee-specific background information as appropriate, such as drawings, specifications, safety analysis reports, procedures, organization charts, event reports, strategic plans, position descriptions, performance improvement program descriptions, and organization descriptions. The NRC will also furnish regulatory documents such as regulatory guides, standard review plans and inspection procedures.

(End of Clause)

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST-REIMBURSEMENT

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.212-13	APR 1984	STOP-WORK ORDER ALTERNATE J (APR 1984)

F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Manual Chapter 3202. NRC Manual Chapter 3202 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

(End of Clause)

F.3 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE IV (JUNE 1988)

The ordering period for this contract shall commence on ___*___ and will expire on ___*___. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional two years.

(End of Clause)

F.4 TECHNICAL REPORTING REQUIREMENTS

Technical reports for each inspection will be specified in the individual Task Order Statement of Work, and will generally include:

- (a) Input to the detailed inspection plan.
- (b) Daily reports to the NRC Lead Inspector during the course of the on-site inspection in a format to be provided by the Lead Inspector. All pertinent information shall be discussed with the Lead Inspector on a timely basis.

- (c) A draft and final inspection report input that documents the contractor's inspection activities, efforts, and findings. This report input shall be in a format to be provided by the NRC Lead Inspector. As a minimum the report shall include the following:
- ° Identity of the individuals (name, company, and title) that furnished information to the contractor during the inspection;
 - ° for all areas inspected, a brief description of the contractor's activities and general findings and conclusions reached regarding the adequacy of each area, with technical bases,
 - ° for all areas with concerns, a detailed discussion substantiating the bases for the concerns and the inadequacies in each area.
- (c) A handwritten draft of the inspection report input shall be provided to the NRC Lead Inspector at the conclusion of the inspection (prior to the exit meeting with the licensee). A copy of the draft shall be provided to the NRC Project Officer by the contractor.
- (d) The final inspection report input will usually be delivered no later than ten working days after completion of the inspection. THE ORIGINAL OF THE FINAL INSPECTION REPORT INPUT SHALL BE DELIVERED TO THE NRC PROJECT OFFICER. Three copies of the report shall be delivered to the NRC Lead Inspector and one copy to the NRC contract administrator.
- (e) The contractor shall identify the contract number, the NRC Financial Identification Number (FIN), the task order number and title, the NRC TAC or inspection report number, and the facility name and docket number on the cover page of each report and each report transmittal letter delivered under this contract.

F.5 MONTHLY BUSINESS LETTER REPORT (MBLR)

A monthly business letter report (MBLR) shall be delivered by the 15th of each month to the NRC Project Officer (original and one copy) at the place of delivery specified below with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration.

Each report will contain two sections, the content of which will consist of the following information:

F.5.1. WORK PROGRESS STATUS SECTION (Applicable to Task Orders Only)

For each Task Order, the Contractor shall provide the following

work progress status information:

a. Descriptive Data

- The contract number, the FIN and the Task Order Number and Title.
- The Principal Investigator(s) and telephone number.
- The NRC Inspector(s) and telephone number.

b. Task Order Funding Status

For each active Task Order, provide the following information:

Cost Ceiling	Period Costs	FY XX Costs To Date	Cumulative Costs To Date
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c. Schedule/Milestone Information

For each active Task Order, provide the schedule/milestone information in the following format:

Task	Planned Completion Date	Revised Completion Date	Actual Date
Provide a brief summary of the work for each task; include any reports and travel.	The day, month and year scheduled for completion or time-frame if a date is not known or projected.	The revised day, month and year based on a change. (The reason for the change must be given in the "Problem/Resolution"	The day, month and year all of the two is actually completed.

d. Work Performed During the Period

This section should contain a clear, succinct discussion of the work performed on each Task Order during the period. As a minimum, these discussions should support the costs reported for the period. Verbage such as "worked on all tasks," or "++++ to work on Task 1.e." are not particularly useful and reduce the effectiveness of the monthly report as a management tool and for historical documentation.

Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the persons traveling, the duration of the travel, the purpose of the travel, and any work accomplished.

e. Problem/Resolution

- All problems encountered during the period should be clearly and succinctly identified and stated. Then, the resolution or the proposed solution should be briefly described. It should be clearly evident, from a reading of the description, who has the action to solve the problem, should it still exist at the time the report is written.

- Notwithstanding the status of the problem at the time the MBLR is written, all problems should be recorded in the "Problem/Resolution" section of the MBLR for documentation/historical purposes. If the problem still exists in a subsequent month, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.

- Problem or circumstances that require a change in the level of effort/costs, scope, or travel requirements are to be described in the MBLRs for documentation purposes but are to be dealt with separately in a letter addressed and sent to the Contract Administrator with a copy to the Project Officer.

f. Plans for Next Period

Provide a brief description of the work to be performed/ accomplished during the next reporting period. If milestone is expected to be completed during the next report period, so state.

F.5.2. FINANCIAL STATUS SECTION (Applicable to Overall Contract)

Provide the total direct staff use, the amount of funds expended (costed) during the period, the total amount of funds costed during the current fiscal year to date, and the cumulative amount of funds costed (all fiscal years) to date. The costs should be reported as whole numbers rounded to the nearest dollar. The financial status shall be reported for each Task Order and a total contract summary in the following format: (Note: The categories may vary from contractor to contractor depending on the accounting system used.)

	Current Month	Fiscal Year To Date	Cumulative To Date
a. Direct Staff Effort (weeks of charged effort)	XX	XX	XX
b. Direct Salaries	\$ XX	\$ XX	\$ XX
Materials and Services	XX	XX	XX

(excluding ADP)

ADP Support	XX	XX	XX
Subcontracts	XX	XX	XX
Travel	XX	XX	XX
Indirect Labor Cost	XX	XX	XX
Other (specify below*)	XX	XX	XX
General and Administrative Expense	XX	XX	XX
Fee	XX	XX	XX
	<hr/>	<hr/>	<hr/>
Total Costs	\$ XX	\$ XX	\$ XX
Percentage of available funds costed			XX%

*This nature of the costs reported in this category should be identified in a footnote to the Financial Status table.

c. Overall Funding Status:

Provide the prior year carryover, the current Government fiscal year funding level as reflected in the contract funds received to date for the current Government fiscal year, and the balance of funding needed for the current Government fiscal year as follows:

Prior FY Carryover	FY __ Projected Funding Level	FY __ Funds Rec'd to Date	FY __ Funding Bal. Needed
\$ XX	\$ XX	\$ XX	\$ XX

F.6 PLACE OF DELIVERY

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

a. Project Officer (Original and one copy)

U.S. Nuclear Regulatory Commission
 Attn: _____*, Project Officer
 Office of Nuclear Reactor Regulation
 Planning, Program, and Management

Support Branch
Mail Stop: OWFN 11-H-22
Washington, D.C. 20555

b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
Attn: _____*_____, Contracting Officer
Office of Administration
Division of Contracts & Property Management
Contract Administration Branch
Mail Stop: _____*_____
Washington, D.C. 20555

c. Lead Inspector (Three copies)

U.S. Nuclear Regulatory Commission
Attn: _____*_____, Lead Inspector**
Office of Nuclear Reactor Regulation
Division of Reactor Inspection and Safeguards
Mail Stop: _____*_____
Washington, D.C. 20555

**The identities of the individual NRC Lead Inspectors will be identified in the individual Task Order.

Changes to this distribution list during the period of this contract will be provided to the contractor by either the NRC Contracting Officer or the NRC Project Officer.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INDIRECT COST RATES (JUNE 1988)

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

___ * ___

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

(End of Clause)

G.2 PROJECT OFFICER AUTHORITY (JUNE 1988)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: ___ * ___

Address: ___ * ___
___ * ___
___ * ___
___ * ___
___ * ___
___ * ___

Telephone Number: ___ * ___

b. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. The term "Technical Direction" is defined to include the following:

- 1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details or otherwise serves to accomplish the contractual statement of work.
- 2) Provide advice and guidance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
- 3) Review and, where required by the contract, approval

of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

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

- 1) Constitutes an assignment of additional work outside the general scope of the contract.
- 2) Constitutes a change as defined in the "Changes" clause of this contract.
- 3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- 4) Changes any of the expressed terms, conditions or specifications of the contract.
- 5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

d. All technical directions shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall be furnished to the Contracting Officer.

e. The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this clause and within such person's authority under the provisions of this clause.

f. If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

g. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.

h. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken

with respect thereto shall be subject to 52.233-1 - Disputes.

1. In addition to providing technical direction as defined above, the Project Officer is responsible for:

1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements.

2) Assisting the Contractor in the resolution of technical problems encountered during performance.

3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

G.3 TRAVEL REIMBURSEMENT (JUNE 1988) ALTERNATE I (JUNE 1988)

a. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each additional traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

b. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.

c. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

d. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of

this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

(End of Clause)

G.4 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

Name: _____

Address: _____

(End of Clause)

G.5 ACCELERATED TASK ORDER PROCEDURES (JUNE 1988)

a. The NRC may require the Contractor to commence work before receipt of a definitized Task Order from the Contracting Officer. Accordingly, when the Contracting Officer verbally authorizes, the Contractor shall proceed with performance of the Task Order subject to the monetary limitation established for the Task Order by the Contracting Officer.

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

(End of Clause)

G.6 TASK ORDER PROCEDURES

Task orders for services under this contract shall be issued at the sole option of the NRC. NRC reserves the right to withdraw a proposed task order at any time prior to its formal award. Only Contracting Officers of the U.S. Nuclear Regulatory Commission may authorize the initiation of work under this contract. The provisions of this contract shall govern all task orders issued

hereunder.

A. Task Order Request For Proposal

For each task order issued, the Contracting Officer will transmit to the contactor a written letter task order request for proposal that will specify all pertinent information regarding the work to be performed including the following, as applicable:

1. Background
2. Objective
3. Work Requirements and Schedule
4. Estimated Level of Effort and Period of Performance
5. Reporting Requirements
6. Meetings and Travel
7. NRC Furnished Materials
8. Applicable Special Provisions

B. Contractor's Task Order Proposal

1. Technical Proposal Content

A technical proposal is not required unless specified in the Task Order request for proposal. If requested, the contractor shall provide a written technical Task Order proposal that provides the following:

a. A discussion of the scope of work requirements to substantiate the contractor's understanding of the requirements of the task order and the proposed method of approach to meet the objectives of the order.

b. If applicable, how any special provisions will be accommodated.

The contractor shall explicitly identify any proposed deviations from the task order statement of work whether a technical proposal is requested or not.

2. Key Personnel

For each task order request for proposal, the contractor shall identify all key personnel and the number of staff hours that will be committed to completion of work on the task order.

The contractor shall include the resumes for all professional personnel proposed to be utilized in the performance of any resulting task order that has not been previously submitted. Include educational background and specific pertinent work experience.

It shall be the responsibility of the contractor to assign technical staff, employees, subcontractors, or consultants who have the required educational background, experience, or combination thereof to meet both the technical and regulatory objectives of the

work specified in the task order SOW. The NRC will rely on representations made by the contractor concerning the qualifications of the personnel proposed for assignment to task orders including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful. However, use of particular contractor personnel on particular task orders is subject to NRC approval.

3. Conflict of Interest Certification and Previous NRC Employees

The contractor shall provide a description of any former or current contractual and/or organization relationships of the offeror, its employees, consultants or subcontractor(s), with industries regulated by the NRC, e.g., nuclear utilities, architect engineers, reactor manufacturers, that might give rise to an apparent or actual organizational or personal conflict of interest in the event of issuance of a particular task order. The contractor shall submit the following certification with each task order proposal:

"I represent to the best of my knowledge and belief that award to _____ of Task Order ____'s to Contract _____ does / / or does not / / involve situations or relationships of the types set forth in 41 CFR 20-1.5403(b)(1) as modified by Clause H.8 of Contract _____."

The contractor shall also identify any current or former NRC employees who have been or will be involved, directly or indirectly, in developing the proposal, or in negotiating on behalf of the contractor, or in managing, administering, or performing any contracts, consultant agreements, or subcontract resulting from any resultant task order. Identify the name, title, and date any such individuals left NRC employ and describe these individual proposed roles under the proposed task order.

4. Cost Proposal

For each task order request for proposal, the contractor shall submit a cost proposal by the date specified in the request utilizing Standard Form 1411, Contract Pricing Proposal (See Attachment J). Each task order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts, including:

- a. Direct labor by categories, quantity of hours and applicable hourly rates and extensions hereof.
- b. Indirect cost rates, bases, and extensions thereof.
- c. Itemized material costs, when applicable.
- d. Itemized travel costs, when applicable.

e. Total estimated cost.

The contractor's proposal shall be delivered to the NRC Contracting Officer with a copy to the NRC Project Officer.

C. Task Order Award

The Contractor shall perform all work described in definitized Task Orders issued by the Contracting Officer. Definitized Task Orders will include the following:

1. Statement of Work (Work Requirements), Schedule, Meetings, Travel and Deliverables.
2. Reporting Requirements
3. Period of Performance
4. Key Personnel
5. Applicable Special Provisions
6. NRC Furnished Materials
7. Name of Lead Engineer
8. Total Task Order Amount

(End of Clause)

G.7 BILLING INSTRUCTIONS

The Contractor shall refer to Section J - ATTACHMENTS for billing instructions.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL (JUNE 1988)

a. The following individuals are considered to be essential to the successful performance of the work hereunder.

_____*_____
_____*_____
_____*_____
_____*_____
_____*_____

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

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

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(End of Clause)

H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with these regulations or requirements, the Contracting Officer, may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

(End of Clause)

H.3 DISSEMINATION OF CONTRACT INFORMATION (MAR 1987)

The Contractor shall comply with the requirements of the attached NRC Manual Chapters 3202 and 3206 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(End of Clause)

H.4 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

(End of Clause)

H.5 DRAWINGS, DESIGNS, AND SPECIFICATIONS (JUN 1988)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities must be afforded the Commission by the Contractor and its subcontractors), are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its

subcontractors and vendors for additional compensation and must, subject to the right of the Contractor to retain a copy of the material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

(End of Clause)

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST
(OMB CLEARANCE NUMBER 3150-0112) (MAR 1987)

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

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

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

b. Scope. The restrictions described apply to performance or participation by the Contractor as defined in 41 CFR 20-1.5402f 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 forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

d. Disclosure after award.

1) The Contractor warrants to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402a.

2) The Contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement must include a description of the action which the Contractor has taken or proposes to take to

avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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 this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six (6) months after either the completion of this contract or the release of the information to the public, whichever is first;

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

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

2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat the information in accordance with restrictions placed on use of the information.

3) 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 20-1.5402h, the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," must be appropriately modified to preserve the Government's rights.

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

h. Waiver. A request for waiver under this clause must be

directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR 20-1.5411.

(End of Clause)

H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUNE 1988)

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

(End of Clause)

H.8 CONSULTANTS

Individuals who are employees of the Contractor or of the U.S. Government are prohibited from being paid as a consultant under this contract.

(End of Clause)

H.9 SPECIAL CONTRACTOR ORGANIZATIONAL CONFLICT OF INTEREST
PROVISIONS

Your attention is directed to NRC's Contractor Organizational Conflict of Interest provisions specified in 41 CFR Subpart 20-1.54 set forth in the attached "NRC Contractor Organization Conflicts of Interest (41 CFR Part 20)." (See Section J - Attachments.)

In order to assist the contractor in understanding and applying these provisions to the audit, inspection and review services specified under this contract, the following modifications are hereby made and incorporated into Section 20-1.5405-1, General Contract Clause, of the attached document:

1. Add to paragraph (b), "Scope" the following sentence:

Except where a lesser limitation is stated, these provisions apply to the entire subject matter set forth in the scope of work for the entire period of contract performance, including any extensions, and are therefore not limited to the scope or duration of a particular task order.

2. Change paragraph (c), "Work for others" to (c)(1) and add new subparagraphs (c)(2), (3) as follows:

(c)(2) The contractor shall not perform any services for any utility subject to NRC's regulatory authority that are the same as, or substantially similar to, the services contemplated under the scope of work for this contract without prior written approval of the NRC Contracting Officer.

(c)(3) The contractor shall not represent, assist, or

otherwise support a utility undergoing an NRC audit, inspection, or review of any type, except where the utility requires the contractor's support to explain or defend the contractor's prior work for the utility which the NRC questions.

3. Add to paragraph (d) "Disclosure after award" a new subparagraph (d)(3) as follows:

(d)(3) Recognizing that the scope of work of this task order type contract necessarily encompasses a broad spectrum of activities, the contractor agrees that it will disclose all proposed new work of any type involving utility sites or utility organizations subject to NRC's regulatory authority. Such disclosure shall be made prior to the submission of a bid or proposal to the utility whenever possible, and shall be received by NRC at least 15 days prior to the proposed award date in any event. The disclosure shall include the statement of work and any other documents that are needed to fully describe the proposed work for the regulated utility.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1988	AUDIT -- NEGOTIATION
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	APR 1984	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	APR 1984	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR

52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.227-3	APR 1984	PATENT INDEMNITY
52.228-7	APR 1984	INSURANCE -- LIABILITY TO THIRD PERSONS
52.230-3	SEP 1987	COST ACCOUNTING STANDARDS
52.230-4	SEP 1987	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.230-5	SEP 1987	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	SEP 1987	CONSISTENCY IN COST ACCOUNTING PRACTICES
52.232-17	APR 1984	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	JUN 1985	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.243-2	AUG 1987	CHANGES -- COST-REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUL 1985	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.222-24	AUG 1970	PRE-AWARD ON-SITE EMPLOYMENT OPPORTUNITY REVIEW

I.2 ORDERING (FAR 52.216-18) (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

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

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

(End of Clause)

I.3 INDEFINITE QUANTITY (FAR 52.216-22) (APR 1984)

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

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

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

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

(End of Clause)

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES (FAR 52.217-9) (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

1.5 PAYMENT FOR OVERTIME PREMIUMS
(FAR 52.222-2) (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0. In addition to this dollar ceiling, overtime is permitted only for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I.6 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of Clause)

I.7 DRUG-FREE WORKPLACE (FAR 52.223-6)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

I.8 PROMPT PAYMENT (52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(1) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(1) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, an perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

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

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

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

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

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

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

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

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the

Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

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

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

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

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

fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor-

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the

clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

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

(End of Clause)

I.9 DISCOUNTS FOR PROMPT PAYMENT (52.232-8) (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(End of Clause)

I.10 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
(52.232-28) (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information

specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(End of Clause)

I.11 MINIMUM AND MAXIMUM ORDERS

During the basic three year period of performance of this contract, total Task Orders placed by the NRC Contracting Officer will be a minimum of 12 weeks of professional staff effort and a maximum of 300 weeks of professional staff effort. Should the NRC exercise the two one-year options, the NRC Contracting Officer will place Task Orders totaling a minimum of 4 weeks of professional staff effort and a maximum of 100 weeks of professional staff effort for each of the option years.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	Subcontracting Plan