

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. NRC-33-94-191	3. EFFECTIVE DATE	4. REQUISITION/PROJECT NO. IRM-93-362
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5. ISSUED BY Code: U.S. NUCLEAR REGULATORY COMMISSION DIVISION OF CONTRACTS & PROP. MGT. CONTRACT NEG. BRANCH #1 MAIL STOP P-1020 WASHINGTON, DC 20555	6. ADMINISTERED BY Code: (If other than Item 5) US NUCLEAR REGULATORY COMMISSION DIVISION OF CONTRACTS & PROP. MGT. CONTRACT ADMINISTRATION BR.#2 WASHINGTON, DC 20555
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7. NAME AND ADDRESS OF CONTRACTOR U.S. SMALL BUSINESS ADMINISTRATION 1110 VERMONT AVENUE, NW, 9TH FLOOR WASHINGTON, DC 20005 ADSYTECH INC. 8401 COLESVILLE RD., SILVER SPRING, Principal Investigator/Technical Contact: Telephone No: 301-589-3434	8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT N/A	

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

11. SHIP TO/MARK FOR CODE SEE CLAUSE F.6	12. PAYMENT WILL BE MADE BY CODE US NUCLEAR REGULATORY COMMISSION DIV. OF ACCOUNTING & FINANCE, MD. NATIONAL BANK BLDG., RM 11104 WASHINGTON DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304(c) 41 U.S.C. 253(c) [5] 15 USC 877 (a)

14. ACCOUNTING AND APPROPRIATION DATA
 B&R NO:410-20-615-600; BOC:3131; JON:E1055; APPN:31X0200.410
 \$185,762.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Adsystem Inc., technical proposal dated December 15, 1993 is hereby incorporated into this contract and made a part hereof. See Section C for technical description.				

9404110125 940217 PDR CONTR NRC-33-94-191 PDR	15G. TOTAL AMOUNT OF CONTRACT	\$185,762.00
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EXCEPTION TO STANDARD FORM SF26 (REV. 4-85) Prescribed by GSA
 FAR (48 CFR) 53.214(a)

070008

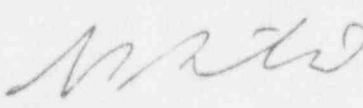
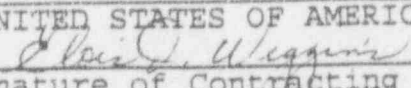
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11

X SEC	DESCRIPTION	PAGE(S)
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M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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 CONTRACT MANAGER 	20A. NAME OF CONTRACTING OFFICER Elois J. Wiggins <hr/> 20B. UNITED STATES OF AMERICA by  (Signature of Contracting Officer)
FEB 17 1994	20C. DATE SIGNED <u>2/18/94</u>

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

AWARD/CONTRACT 1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGE

2 CONTRACT (Proc. Hist. Ident.) NO. 0353-94-1-00243 3 EFFECTIVE DATE 4 REQUISITION PURCHASE REQUEST PROJECT NO.

5 ISSUED BY CODE 6 ADMINISTERED BY (if other than item 5) CODE
 U.S. Small Business Administration 1110 Vermont Avenue, N.W., 9th Floor Washington, D.C. 20005
 U.S. Nuclear Regulatory Commission Division of Contracts & Property Mgmt. Contract Administration Br. No. 2 Washington, D.C. 20555

7 NAME AND ADDRESS OF CONTRACTOR (No. street city, county, state and ZIP Code) 8 DELIVERY
 ADSYSTECH, INC. 401 Colesville Road, Suite 450 Silver Spring, Maryland 20910
 FOB ORIGIN OTHER (See below)
 9 DISCOUNT FOR PROMPT PAYMENT
 N/A

10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
 Principal Investigator/Technical Contact: Telephone No. (301) 589-3434
 CODE FACILITY CODE

11 SHIP TO MARK FOR CODE 12 PAYMENT WILL BE MADE BY CODE
 See Section F.5 See prime contract

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304(e) 41 U.S.C. 253(c) 5 1
 14 ACCOUNTING AND APPROPRIATION DATA
 B&R No.: see prime APPRO. No.: FIN: contract OBL. AMT.:

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
The Adsystem Inc. technical proposal dated December 15, 1993 is hereby incorporated into this contract and made a part hereof. See Section C for technical description.					

15G. TOTAL AMOUNT OF CONTRACT \$185,762.00

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X G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS		CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE		

17 CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver as 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 required to sign this document) Your offer on Solicitation Number _____ including the additions or changes set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award administers the contract which consists of the following documents: (a) the Government's solicitation and your offer and (b) the award contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
 JAMES S. DUDER
 DIRECTOR - PRES.
 19B. DATE SIGNED
 2/17/94
 19C. UNITED STATES OF AMERICA
 19D. DATE SIGNED
 FEB 17 1994
 19E. SIGNATURE OF CONTRACTING OFFICER

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Computer Aided Design System

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide services necessary to furnish install and maintain an AutoCad Computer Aided Design System. This is a Cost-Plus-Fixed-Fee completion type contract.

[End of Clause]

B.3 SCHEDULE OF COST/PRICES

CLIN DESCRIPTION	COST/PRICE
0001 Provide supplies and services necessary to furnish, install and maintain an AutoCad Computer Aided Design System in accordance with Section C.	
	Estimated Cost \$172,002
	Fixed Fee 13,760
	TOTAL CPFF \$185,762

OPTION YEAR ONE

CLIN DESCRIPTION	COST/PRICE
0002 Provide supplies and services necessary to maintain an AutoCad Computer Aided Design System in accordance with Section C.	
	Estimated Cost \$ 3,234
	Fixed Fee 259
	TOTAL CPFF \$ 3,493

OPTION YEAR TWO

CLIN DESCRIPTION	COST/PRICE
0003 Provide supplies and services necessary to maintain an AutoCad Computer Aided Design System in accordance with Section C.	

B.3 (Continued)

Estimated Cost	\$ 3,372
Fixed Fee	270
TOTAL CPFF	\$ 3,642

OPTION YEAR THREE

CLIN DESCRIPTION	COST/PRICE
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0004 Provide supplies and services necessary to maintain an AutoCad Computer Aided Design System in accordance with Section C.

Estimated Cost	\$ 3,515
Fixed Fee	281
TOTAL CPFF	\$ 3,796

OPTION YEAR FOUR

CLIN DESCRIPTION	COST/PRICE
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0005 Provide supplies and services necessary to maintain an AutoCad Computer Aided Design System in accordance with Section C.

Estimated Cost	\$ 3,668
Fixed Fee	293
TOTAL CPFF	\$ 3,961

TOTAL CPFF FOR 5 YEAR PERIOD	\$200,654
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[End of Clause]

B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988)

(a) The total estimated cost to the Government for full performance of this contract is \$185,762.00, of which the sum of \$172,002 represents the estimated reimbursable costs, and of which \$13,760 represents the fixed fee.

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

B.4 (Continued)

fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

- (c) The amount obligated by the Government with respect to this contract is \$185,762.00.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), Division of Contracts and Property Management, Facilities Management Branch (FMB) has the responsibility for the day-to-day management and operation of federal real property from the General Services Administration (GSA). In conjunction with the delegation of the real property management program, FMB acquired a computer aided design system (CAD) to establish a Facilities Automated Management program for the One White Flint North and Two White Flint North office buildings.

Since the acquisition of the CAD system, FMB has taken on additional responsibilities which have increased the utilization of the computer system, as well as the information resources stored within. These responsibilities include Repair and Alterations, Space Assignment and Utilization, Energy Management, and Report Generation extracted from these responsibilities.

In summary, FMB now has additional responsibilities in conjunction with the GSA delegation agreement and has outgrown the CAD system currently in place. FMB's objective is to acquire a completely automated building management system as necessary to accommodate the enhanced responsibilities, and to make the new system available to other users who have a need to reference FMB data daily.

The software "AutoCad," and additional required hardware, will enhance the NRC's capability to provide support services for planning and managing the agency's real and personal property assets, as well as space management programs and lease management programs.

The NRC has purchased an array of Haworth Systems Furniture for the One and Two White Flint North buildings. The FMB has a requirement to manage the Haworth furniture in order to support workstation adjustments, purchasing, and maintenance. FMB utilizes the CAD and Computer Aided Planning (CAP) to control and management the Haworth furniture, as well as other architectural systems in One and Two White Flint North buildings.

Haworth, Inc., is the sole manufacturing company for the furniture product line and produces the application software containing the Haworth Furniture Catalog Library. CAP Electronic Sweets has established a marketing agreement with Haworth to provide product information to the market. CAP is the sole authorized dealership to market and distribute the Haworth Furniture Library.

C.1 (Continued)

All drawings currently being executed for Two White Flint North are developed in the AutoCad Release 12. These drawings will consist of attributed symbols containing critical information, such as cost, material types, and space configuration codes.

NRC's goal is to establish and maintain a complete turnkey, integrated system and network environment in AutoCad; accommodate growth for additional data for One and Two White Flint North and other NRC regional facilities; and to establish a compatible interface with other NRC users of AutoCad in order to communicate effectively and cost efficiently.

C.1.1 NRC AUTOS Local Area Network

The NRC has installed a comprehensive, local and wide area network to support its present and future communications needs. The network, known as the Agency-wide Upgrade of Technology for Office Systems (AUTOS), initially supported the NRC's administrative needs. Its design, however, provides the basis to incorporate access to many LAN-based applications. Also, the NRC anticipates inclusion of UNIX-based engineering applications in the future. By its present definition, AUTOS will be an extensive network and will connect over 3,000 users located at all NRC sites.

AUTOS consists of state-of-the-art technology with routers, smart hubs, "super servers," and other equipment to facilitate communications in a broad geographical area, encompassing a large variety of computer systems. The sites are spread throughout the continental United States.

AUTOS LANs are configured as 16-Mbps token-rings using a physical star topology on twisted-pair cable (IBM Type 1). Network management is facilitated using active concentrators for connecting workstations to the network. The star topology is centered around a concentrator known as a hub. Each hub facilitates one LAN, with a file server, and all the services (tape backup, communications server, mail server, and network management station) needed to maintain the individual network. Routers are attached to the hub as a passageway to the AUTOS LAN network (AWN). Each token ring will allow for growth while providing for optimal token-ring performance. One file server can and often does support two separate LANs on two separate hubs via a bridge within the server. One router can support up to six token-ring LANs while also providing Ethernet and Awn connectivity.

C.2 SCOPE OF WORK

a. The Contractor shall provide a full turnkey AutoCad system, including project management, hardware and software acquisition,

C.2 (Continued)

installation, system integration, technical service, systems development required for management and operation of the system, digitizing, training, and maintenance. The system shall be required to accommodate other AutoCad databases for NRC Regional facilities.

b. The Contractor shall provide to the NRC Project Officer an Implementation Plan, within 30 days of contract award, to include a schedule for the software and hardware acquisition, installation, integration, set-up, digitizing, training and maintenance.

c. The contractor shall provide project management services to ensure that the project is on schedule and within budget; provide quality assurance functions to ensure that the hardware/software is acquired and operates as specified.

C.2.1 Hardware and Software

As described below, the Contractor shall furnish and install five workstations and install all AutoCad application software on the NRC-furnished file server and the workstations. The Contractor shall furnish all hardware, software and support media, manuals, and the original disk under the current release identified in Sections C.2.1.1 and C.2.1.2 below.

NOTE: Any acquisitions on behalf of the NRC shall require the Contractor to adhere to the policies and procedures of the Federal Information Resources Management Regulation (FIRMR) and the Federal Acquisition Regulation (FAR).

C.2.1.1 Hardware Requirements

The Contractor shall provide the following hardware:

a. One (1) 486/66 Workstation (Primary User)

CPU Requirements

- (1) 400mb hard disk
- (2) 16mb RAM
- (3) 1280 - 1024 256 color graphics card
- (4) MADGE 16MBit Industry Standard Architecture Token Ring Network Interface Card
- (5) One (1) plotter serial port
- (6) One (1) text/Laser printer port
- (7) Two (2) input device serial ports (mouse, digitizer)

Peripheral Requirements

- (1) Tape backup drive (minimum 240mb)
- (2) 3.5 Microdisk drive
- (3) 5.25 Floppydisk drive
- (4) Monitor, 21" flat screen VGA Color Graphics

C.2 (Continued)

(5) Mouse input device (Microsoft equivalent)

b. Four (4) 486/33 Workstation (Local)

CPU Requirements

- (1) 240mb hard disk
- (2) 8mb RAM
- (3) 80387 Math Co-processor
- (4) 1280 x 1024 256 color graphics card
- (5) MADGE 16Mbit Industry Standard Architecture Token Ring Network Interface Card
- (6) One (1) plotter serial port
- (7) One (1) text/laser printer port
- (8) One (1) input device serial port (mouse)

Peripheral Requirements

- (1) 3.5 Microdisk Drive
- (2) 5.25 Floppydisk Drive
- (3) Monitor, 21" flat screen VGA Color Graphics
- (4) Mouse input device (Microsoft equivalent)

c. One (1) Calcomp CCL 600 Laser Printer 600 dpi A/3 size paper, HPGL2/PL5/PostScript or equal

d. H.P. DesignJet 650C-E Color Plotter (includes software and cables)

NOTE: All workstations shall be "burned-in" by the Contractor for 48 hours prior to delivery to the NRC.

C.2.1.2 Software Requirements

All software shall be furnished by an authorized AutoCad vendor and dated to the current release.

a. Software for installation on NRC-furnished 486 File Server:

- (1) One (1) AUTOCAD R/12
- (2) One (1) ARCHIBUS Application Manager (facilities management applications)

b. Software for installation on contractor-provided 486/66 Workstation (System Administration):

- (1) One (1) AUTO CAD R/12
- (2) One (1) ARCHIBUS Application Manager
- (3) One (1) ARCHIBUS Modules
- (4) NRC-furnished (CAP) Electronics Sweets
- (5) One (1) DESQView Quarterdeck

c. Software for installation on contractor-provided 486/33 Workstations:

C.2 (Continued)

(1) Four (4) AUTOCAD R/12

d. Software upgrades

(1) Six (6) AUTOCAD
(2) Two (2) ARCHIBUS

C.2.2 Installation

The Contractor shall provide all services necessary to furnish and install the AutoCad System. The Contractor shall install all software and support equipment to meet the requirements of this contract. All workstations shall be installed on-site.

All installation shall be coordinated with the NRC Project Officer. Upon completion of the installation, the Contractor shall be required to load/translate the NRC current data base, test the output devices, and make necessary adjustments to assure all peripheral devices are configured to function under the current software.

The delivered system shall be fully compatible with the NRC AUTOS Local Area Network design.

Upon completion of the installation, the Contractor shall be required to load/translate the NRC current data base, test the output devices, and make necessary adjustments to assure that all peripheral devices are configured to function under the current software.

C.2.3 Programming

The Contractor shall be required to perform hardware and software integration of AutoCad, software applications and with systems that are compatible with AutoCad.

The System shall consist of a central file system which will supply the data of all NRC buildings and facilities, including the Regions, and other related information. The system shall include five peripheral workstations attached to the file server.

The System Administrator shall have access to all applications files/data within the system. The Administrator shall have access to read/write/copy/edit all systems within the network.

The Contractor shall program the system to permit access/control to local users on the network. Users shall be able to perform read/write/copy edit functions within their local environment only.

C.2 (Continued)

The Contractor shall program functions to control access to users for each file. The System Administrator shall determine access to local users. Users shall not have access to transfer data to the central file system. There will be a pending file setup for local user to dump all pending data.

All pending data/information shall be reviewed periodically by the System Administrator. The System Administrator shall update the central file system when necessary.

The Contractor shall load existing AutoCad disks containing Haworth Systems Furniture drawings, and Haworth Furniture attributes necessary to perform read/write/edit functions.

The Contractor shall program the system to provide specifications and placement of Haworth Systems Furniture on drawings, labeled with the symbol attribute library from the manufacturer's specifications. Manufacturer specifications shall include product code, finishes, and pricing information on the floor plans. This information shall be retrieved from the CAP and other software programs and linked to AutoCad.

The Contractor shall integrate an existing NRC Computer Aided Planning (CAP) software, Electronics Sweets application software with the AutoCad R/12. The integration process shall include linking CAP information with AutoCad Release 12.

AutoCad data shall remain unchanged from the original data disk to eliminate data translation errors.

The Contractor shall provide information on software/hardware upgrades, as they become available, to the NRC Project Officer. The Contractor shall perform all installation of upgrades as directed.

C.2.4 Documentation

The Contractor shall provide the most current version of user manuals and publications for all Contractor-provided hardware and software furnished under this contract.

C.2.5 Training

a. The Contractor shall provide training for up to six (6) NRC users on each software application. Training shall be provided on site or at the Contractor's site at the Government's discretion. The time for training shall be mutually agreed upon between the NRC Project Officer and the Contractor. The NRC will provide systems and applications information during a brief orientation at the initiation of this contract.

C.2 (Continued)**C.2.6 Help Desk**

a. The Contractor shall provide telephone consulting (help desk) services staffed by personnel possessing sufficient knowledge of the AutoCad System to answer questions posed by NRC's System Administrator(s). The telephone consulting shall be available throughout the contract period from 8:00 a.m. to 5:00 p.m., Monday-Friday, local time, except for Federal Government holidays.

C.2.7 RELOCATION OF EQUIPMENT

A. Authorized Movement. Upon written notification to the Contractor, equipment may be transferred from one Government location to another.

b. Supervision (Disassembly, Packing, Unpacking and Reassembly). The Contractor shall furnish necessary labor for packing and unpacking the equipment. The Contractor shall supervise the disassembly, packing, unpacking and reassembly of the equipment at the Contractor's then standard rates charged to commercial customers for similar services. All other costs associated with the relocation shall be the responsibility of the Government.

c. Notice. The Government will give at least 30 days written notice of movement of equipment unless such movement is required because of an emergency.

d. Transportation. All charges for relocation shall be at the Government's expense; however, shipments to and from the Contractor's initial site(s) shall be at the Contractor's expense. The Contractor shall make all arrangements for transportation.

C.2.8 Software Support

Software maintenance shall consist of on-call support to perform systems backups to tape and provide periodic software and documentation updates enabling the NRC to maintain their AutoCad workstations to the most current revision level.

C.3 WARRANTY

The Contractor shall provide a minimum 1-year onsite parts and labor warranty for all hardware purchased under this contract. The Contractor shall not be responsible for providing warranty repairs for hardware not purchased under this contract.

[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 ensure 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 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	APR 1984
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]

E.3 STANDARD OF PERFORMANCE AND ACCEPTANCE OF ADP EQUIPMENT
(JUN 1988)

- (a) General. This clause establishes a standard of performance which must be met before any ADP equipment delivered under this contract is accepted by the Government. This also includes replacement machines, substitute machines, and machines which are added or field modified (modifications of a machine from one model to another) after a successful performance period.
- (b) Performance Period and Effectiveness Level. The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of 30 consecutive days by operating in conformance with the Contractor's technical specifications and functional descriptions, or as quoted in the Contractor's proposal, which must satisfy the requirements of this contract at an effectiveness level of 99 percent or more.
- (c) Continuance of Performance Period. If the equipment does

E.3 (Continued)

- not meet the standard of performance during the initial 30 consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days.
- (d) Failure to Meet Standard Performance. If the equipment fails to meet the standard of performance after 30 calendar days from the installation date or start of the performance period, whichever is later, the Government may at its option request a replacement or terminate the contract and request the immediate removal of the equipment.
 - (e) Effectiveness Level Computations. The effectiveness level for a system is computed by dividing the operational use time by the sum of the operational use time plus system failure downtime.
 - (f) Changes in Equipment. The effectiveness level for machines added, field-modified, or substituted, or for a replacement machine is a percentage figure determined by dividing the operational use time of the machine by the sum of that time plus downtime resulting from equipment failure or the machine being tested.
 - (g) Operational Use Time for System. Operational use time for performance testing for a system is the accumulated time during which the Central Processing Unit is in actual operation, including any intervals of time between the start and stop of the processing of the programs.
 - (h) Operational Use Time for Equipment. Operational use time for performance testing for a machine added, field-modified, or substituted or for a replacement machine is defined as the accumulated time during which the machine is in actual use.
 - (i) System Failure Downtime. System failure downtime is that period of time during which the scheduled productive workload, or simulated workload, being used for acceptance testing cannot be continued on the system due to machine(s) failure. If simulated workload is being used for acceptance testing, it must be consistent with the data processing requirements set forth elsewhere in this contract.
 - (j) Start of Downtime. Downtime for each incident shall start from the time the Government contacts the Contractor's designated representative at the prearranged contact point until the system(s) or machine(s) is (are) returned to the Government in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel but not in excess of one hour on each day such services were requested. However, at the request of the Contractor, the

E.3 (Continued)

Government shall make available not only the failed equipment, but also those machines which must be used by the Contractor to accomplish such repairs. The Contractor shall provide an answering service or other continuous telephone coverage to permit the Government to make such contact.

- (k) Equipment Use During System Downtime. During a period of system failure downtime, the Government may use operable equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use. Whenever the operable equipment is not released to the Contractor upon request, all such usage periods shall be considered system operational use time in computing the effectiveness level.
- (l) Machine Failure Downtime. Machine failure downtime for a machine added, field-modified, or substituted, or for a replacement machine after the system has completed a successful performance period is that period of time when such machine is inoperable due to its failure.
- (m) Minimum of Use Time. During the performance period for a system/machine, a minimum of 240 hours of operational use time with scheduled productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when that number exceeds the minimum of 240 hours. Machines added, field modified and substitute machines are subject to the 240 hours minimum use time requirement. However, the Government shall accept such machine(s) without the addition of simulated work solely to achieve the minimum of 240 hours use time, provided the average effectiveness for the 30 day acceptance period is equal to or better than the level specified in paragraph b above.
- (n) Date of Acceptance. The Government shall not accept equipment and shall not pay charges until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.
- (o) Daily Records. The Government shall maintain appropriate daily records to satisfy the requirements of this clause and shall notify the Contractor in writing of the date of the first day of the successful performance period.
- (p) Measurement of Operational Use Time. Operational use time and downtime shall be measured in hours and whole minutes.
- (q) Delay of Start of Performance Period. If necessary, the Government may delay the start of the performance period, but

E.3 (Continued)

such delay shall not exceed 5 consecutive days; therefore, the performance period must start not later than the 5 day after the installation date. Should the Government delay the start of the performance period, rental charges shall accrue for that period of time between the installation date and the start of the performance period and shall be paid only upon completion of the successful performance period.

- (r) Remote Devices. For remote devices the standard of performance shall be determined in accordance with paragraph m, above. A remote device is defined as any contractor-supplied device which is connected to the Central Processing Unit by way of data transmission lines rather than contractor-supplied direct cable connection. The effectiveness level for equipment supplied by the Contractor shall be computed in accordance with paragraph f, above, and shall exclude downtime attributable to related equipment, cables, transmission lines, wires, etc., not supplied by the Contractor.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

F.2 NRCAR 2052.212-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

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

[End of Clause]

F.3 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, Financial Identification Number (FIN), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work

F.3 (Continued)

requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

[End of Clause]

F.4 NRCAR 2052.212-72 FINANCIAL STATUS REPORT

The contractor shall provide a monthly Financial Status Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, Financial Identification Number (FIN), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:
 - (1) Total estimated contract amount.
 - (2) Total funds obligated to date.
 - (3) Total costs incurred this reporting period.
 - (4) Total costs incurred to date.
 - (5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
 - (6) Balance of obligations remaining.
 - (7) Balance of funds required to complete contract/task order.
 - (8) Contractor Spending Plan (CSP) status:
 - (i) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (ii) Indicate if there has been a significant change in

F.4 (Continued)

the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item 8.

- (9) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
- (b) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

[End of Clause]

F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

- (a) Project Officer (3 copies)

U.S. Nuclear Regulatory Commission
MS/P-1102
Washington, DC 20555

- (b) Contracting Officer (1 copy)

[End of Clause]

F.6 PLACE OF DELIVERY--EQUIPMENT (MAR 1987)
ALTERNATE 1 (MAR 1987)

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

U.S. Nuclear Regulatory Commission
Contract Number: NRC-33-94-191
Phillips Building, Room P-1142

F.6 (Continued)

7920 Norfolk Avenue
Bethesda, MD 20814

[End of Clause]

F.7 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 3 (MAR 1987)

Although the Government contemplates use of the system(s) (hardware and software) for the system's life of 5 years from date of installation, the term of this contract is from date of award through one year.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY
(JAN 1993)

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

Name: William K. Harris

Address: U. S. Nuclear Regulatory Commission
MS/P-1102
Washington, DC 20555

Telephone Number: 301-492-9702

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, 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 drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total

G.1 (Continued)

estimated contract cost, the fixed fee, if any, or the time required for contract performance.

- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.
 - (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
 - (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
 - (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
 - (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect there to is subject to FAR 52.233-1 - Disputes.
 - (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
 - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

G.1 (Continued)

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

G.2 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993)

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

Overhead Rate of 87.90 % G&A rate of 13.50%

- (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 FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Charles Mesler
Barry Harris

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

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract

H.1 (Continued)

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 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)

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

[End of Clause]

H.3 RISK OF LOSS OR DAMAGE--PURCHASE (MAR 1987)

- (a) The Government is relieved of all risks of loss or damage to the equipment, up to and including the day prior to the first day of a successful performance period, except for:
- (1) Loss or damage caused by nuclear reaction, nuclear radiation, radioactive contamination, war, insurrection, civil strife, rebellion, weapons of war; or
 - (2) Negligence on the part of the Government or its agents, provided, however, that the Government shall be relieved of the liability for such risks of loss or damage due to negligence if any commercial customer of the Contractor is relieved of such liability under like circumstances.
- (b) If the Government is liable for loss or damage of a machine, the Contractor shall have the option to restore the machine to its previous condition, in which event the Government shall pay the Contractor to perform such restoration at the Contractor's then-current prices, terms, and conditions. If the Contractor elects not to restore the machine, the Government may, at its own expense, restore the machine to its previous condition. If, however, the machine is lost or damaged beyond repair, the Government shall pay to the Contractor the same price for the machine as the Government would have paid had it purchased the machine on the day prior to the loss or damage under the provisions of this contract. This clause shall govern risk of loss or damage, notwithstanding any other provisions of this contract relating to title, payment, or ownership.

[End of Clause]

H.4 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUN 1988)

- (a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 25 percent. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation within 30 days of such acceptance. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.
- (b) As a minimum, the following information shall be submitted by the Contractor with each proposal:
- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
 - (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
 - (4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and
 - (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract, also, any effect on the contract completion time or delivery schedule shall be identified.
- (c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes"

H.4 (Continued)

clause of this contract.

- (d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. The Contractor shall remain obligated to perform in accordance with the terms of the existing contract.
- (e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.
- (f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which it prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. The Contractor is advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

[End of Clause]

H.5 GLOSSARY OF ADP TERMS (JUN 1988)

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions of this contract.

- (a) Data Processing Equipment System and/or Subsystem. The complement of individual machines and operating software furnished by the Contractor and acquired to operate as an integrated group.
- (b) Equipment. An all inclusive term which refers either to an individual machine or to the total complement of machines required to operate as an integrated group.
- (c) Equipment and/or Operating Software Failure. A malfunction in the contractor-supplied equipment and/or operating software, excluding all external factors, which prevents the accomplishment of the job.

H.5 (Continued)

- (d) Installation Date. The date by which the Contractor must have the ordered equipment ready for use by the Government.
- (e) Machine. An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, additional memory module, a tape unit, a card reader, etc.
- (f) Mechanical Replacement. The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.
- (g) Operating Software. Those routines that interface directly with hardware (including peripheral devices), the computer operations, applications and utility programs.
- (h) Operational Use Time. The time during which equipment is in actual operation, exclusive of idle time, standby time, or maintenance time due to machine failure; not synonymous with "power-off" time.
- (i) Preventive Maintenance. That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.
- (j) Principal Period of Maintenance. Any 9 consecutive hours per day, including an official meal period not to exceed 1 hour per day, between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed at the NRC installation.
- (k) Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such period.
- (l) Remedial Maintenance. That maintenance performed by the Contractor which results from Contractor supplied equipment or operating software failure. It is performed as required and is therefore on an unscheduled basis.
- (m) Total Monthly Charges.
 - (1) Rental. All monthly charges for the use (rental) of equipment and software and for maintenance thereof.
 - (2) Maintenance of Government-owned. All monthly charges for the maintenance of equipment and software supplied under

H.5 (Continued)

this contract.

- (n) Alteration. An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.
- (o) Attachment. An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer and connected to the machine or system.

[End of Clause]

H.6 FIPS PUBS AND STANDARDS COMPLIANCE (MAR 1987)

In no case shall the Contractor or any subcontractor take any action or use any replacement parts that would result in equipment that is not in compliance with applicable FIPS PUBS and Standards without written approval of the Contracting Officer. There are no specific FIPS PUBS or Standards for this procurement.

[End of Clause]

H.7 TECHNOLOGY SUBSTITUTION

All hardware, software and support services (installation, upgrades, warranty and maintenance repairs, and technical support services) shall be the most modern and cost-effective available at the time of delivery and installation. The Contractor shall propose substitute items whenever the Contractor or its subcontractor is offering replacement or substitutes for the components in question and the contractor offers the particular product to any of its commercial or Government customers. The Government may request that those items be substituted for comparable items originally offered. The Government reserves the right to accept or reject proposed substitutions.

The substitute item shall meet or exceed the applicable requirements and specifications of this solicitation.

Any substitute item shall be fully compatible with NRC hardware and software installed at the time the substitute is proposed for use.

The substitute item shall have capacity and performance characteristics equal to or better than those of the component it is to replace. The criteria used originally for testing the Contractor's hardware will be used to determine acceptability of substitute items.

The substitute item shall offer the same or increased function as the item it is to replace.

H.7 (Continued)

The price of the item shall be equal to or more cost-effective than the item it is to replace.

To propose a substitute item, the Contractor shall submit a written proposal to the Contracting Officer, addressing each of the applicable qualifications in Section C and any other attributes of the substitute item of which the Government should be aware. Additionally, the Contractor agrees to demonstrate the proposed item prior to delivery, if requested by the Government.

No hardware shall be substituted until the Contractor has submitted a proposal to the NRC Contracting Officer with adequate supporting justification, an agreement between the NRC Contracting Officer and the Contractor is reached to effect such substitution, and authorized by written, bilateral modification to the Contract. The Government may allow component substitutions when, in the opinion of the NRC Contracting Officer, it is in the best interest of the Government to do so. The best interest means at least equivalent performance with significant economic benefit, significantly enhanced performance at no additional cost to the Government, or a combination of both the above.

All proposed technology modifications, substitutions, and additions to the Contract shall be evaluated as to their benefit to the Government. In determining the comparative life cycle costs of such proposals, the performance costs over the remaining life of the Contract shall be included.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.210-5	NEW MATERIAL	APR 1984
52.210-7	USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	APR 1984
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	DEC 1991
52.215-25	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	DEC 1991
52.215-26	INTEGRITY OF UNIT PRICES Alternate I (APR 1991)	APR 1991
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991

I.1 (Continued)

NUMBER	TITLE	DATE
52.216-8	FIXED FEE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.225-17	BUY AMERICAN ACT - SUPPLIES UNDER EUROPEAN COMMUNITY AGREEMENT	MAY 1993
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.227-19	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	DEC 1991
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	JUN 1985
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	JUL 1985
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.246-23	LIMITATION OF LIABILITY	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 1986
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (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.
- (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 (NOV 1990)

(1) I, [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), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [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

I.2 (Continued)

violation or possible violation of subsections 27(a), (b), (d), or (f) 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)

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

I.2 (Continued)

- (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.3 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS
(FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the U S Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U S Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U S Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the U S Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

[End of Clause]

I.4 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS
(FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-33-94-191 with the U S Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The Adsystem Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:
- (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-33-94-191 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U S Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this contract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U S Nuclear Regulatory Commission.
 - (4) That it will notify the U S Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U S Nuclear Regulatory Commission.

[End of Clause]

I.5 52.219-17 SECTION 8(A) AWARD (FEB 1990)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as

I.5 (Continued)

amended (15 U.S.C. 637(a)).

- (2) Except for novation agreements and advance payments, delegates to the U S Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
 - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the U S Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

[End of Clause]

I.6 52.225-9 BUY AMERICAN ACT--TRADE AGREEMENTS
ACT--BALANCE OF PAYMENTS PROGRAM (APR 1991)

- (a) This clause implements the Buy American Act (41 U.S.C. 10), the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582), and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as designated country end products or Caribbean Basin country end products.

"Caribbean Basin country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided

I.6 (Continued)

that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment for Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps), of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches and watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or

I.6 (Continued)

(ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product," as used in this clause, means an end product other than a domestic end product.

- (b) The Contracting Officer has determined that the Trade Agreements Act applies to this acquisition. Unless otherwise specified, the Act applies to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American Act--Trade Agreements Act--Balance of Payments Program Certificate." An offer certifying that a designated country end product or a Caribbean Basin country end product will be supplied requires the Contractor to supply a designated country end product or a Caribbean Basin country end product or, at the Contractor's option, a domestic end product. Contractors may not supply a foreign end product for line items subject to the Trade Agreements Act unless the foreign end product is a designated country end product or a Caribbean Basin country end product (see FAR 25.401), or unless a waiver is granted under section 302 of the Trade Agreements Act of 1979 (see FAR 25.402(c)).
- (c) Offers will be evaluated in accordance with the policies and procedures of Subpart 25.4 of the FAR.

[End of Clause]

I.7 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages N.A., it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated December 15, 1993, upon which this contract is based.

[End of Clause]

I.8 201-39.5202-3 PROCUREMENT AUTHORITY (OCT 1990 FIRMR)

This acquisition is being conducted under the regulatory blanket delegation of GSA's exclusive procurement authority for FIP resources.

I.9 201-39.5202-6 WARRANTY EXCLUSION AND LIMITATION OF DAMAGES (OCT 1990 FIRMR)

Except as expressly set forth in writing in this agreement and except for the implied warranty of merchantability, there are no warranties expressed or implied.

In no event will the Contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, section 2-715, in effect in the District of Columbia as of January 1, 1973, i.e.--

Consequential damages resulting from the seller's breach include--

(a) Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and

(b) Injury to person or property proximately resulting from any breach of warranty.

I.10 TRADE AGREEMENTS ACT (MAY 1991)

(a) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582) by providing a preference for U.S. made end products, designated country end products, and Caribbean Basin country end products over other products.

"Caribbean Basin country end products," as used in this clause, means an article that: (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment from Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles

I.10 (Continued)

and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preference under title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps) of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

"Nondesignated country end products," as used in this clause, means any end product which is not a U.S. made end product or designated country end product.

"United States," as used in this clause, means the United States, its possessions, Puerto Rico, and any other place which is subject to its jurisdiction, but does not include leased bases or trust territories.

I.10 (Continued)

- (b) The Contractor agrees to deliver under this contract only U.S. made end products, designated country end products, Caribbean Basin country end product, or, if a national interest waive is granted under section 302 of the Trade Agreements Act of 1979, nondesignated country end products. Only if such waiver is granted may a nondesignated country end product be delivered under this contract(s).
- (c) Offer will be evaluated in accordance with the policies and procedures of part 25 of the FAR except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

[End of Clause]

I.11 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; 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 period.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

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 Handbook 3.8
3	Contractor Spending Plan (CSP) Instructions

BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. A sample voucher/invoice is provided for your reference. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mail Room
Rockville, Maryland 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of SF 25 or Block 25 of SF 33, whichever is applicable.

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

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchase and Services Other than Personal" (see Attachment 1). The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher/invoice are included with the sample form (see Attachment 2).

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (p) of the attached instructions, together with appropriate supporting information (see Attachment 3 for a sample of support information).

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Parts 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in Attachment 4. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carryout the program. Common costs include costs associated with the following: preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reported monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

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

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

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

Supersession: These instructions supersede any previous billing instructions.

VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

SAMPLE VOUCHER

Official Agency Billing Office
 U.S. Nuclear Regulatory Commission
 Division of Contracts and Property
 Management, P-902
 Washington, DC 20555
 Payee's Name and Address

- (a) Contract Number _____
- Task Order No. (If Applicable) _____
- (b) Title of Project _____
- _____
- (c) Voucher Number _____
- (d) Project Officer _____
- (e) Date of Voucher _____
- (f) Contract Amount _____
- (g) Fixed Fee _____

Individual to Contact
 Regarding This Voucher:
 Name: _____
 Tel. No.: _____

(h) This voucher represents reimbursable costs from _____ thru _____

	Amount Billed	
	(l) Current Period	(m) Inception to Date
Direct Costs		
(1) Direct Labor *	_____	_____
(2) Fringe Benefits _____ % If computed as percentage	_____	_____
(3) Capitalized Nonexpendable Equipment *	_____	_____
(4) Materials, Supplies and Noncapitalized Equipment *	_____	_____
(5) Premium Pay	_____	_____
(6) Consultants *	_____	_____
(7) Travel - Domestic *	_____	_____
Foreign *	_____	_____
(8) Subcontract *	_____	_____
(9) Other Costs *	_____	_____
Total Direct Costs	_____	_____
(j) INDIRECT COSTS		
(A) Overhead _____ % of _____ (Indicate Base)	_____	_____
Subtotal	_____	_____
(B) General & Administrative Expense _____ % of Cost Elements Nos. _____	_____	_____
Total Costs	_____	_____
(k) FIXED-FEE EARNED (Formula)	_____	_____
(n) Total Amount Claimed	_____	_____
Adjustments	_____	_____
Outstanding Suspensions	_____	_____
(o) Grand Totals	_____	_____

ENCLOSURES SUPPORTING INFORMATION—SEE ATTACHED

VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

Official Agency Billing Office:
 U. S. Nuclear Regulatory Commission
 Division of Contracts and Property
 Management, P-902
 Washington, D.C. 20555
Payee's Name and Address
 ABC Corporation The National Bank
 100 Main Street or Anywhere, U.S.A.
 Anywhere, U.S.A. Assignee for ABC Corp.
 Anywhere, U.S.A.
 (When Payments Assigned)
Individual to Contact
 Regarding This Voucher:
 Name: Harry Murphy
 Tel. No.: 215-321-6054

(a) Contract Number NRC-10-81-624
 Task Order No. (If Applicable) 002
 (b) Title of Project "Study of Nuclear
Waste Concepts"
 (c) Voucher Number 003
 (d) Project Officer _____
 (e) Date of Voucher _____
 (f) Contract Amount _____
 (g) Billing Period _____

(h) This voucher represents reimbursable costs from 3/1/82 thru 3/30/82

	Amount Billed	
	(l) Current Period	(m) Inception to Date
(i) Direct Costs	\$2,400	\$6,800
(1) Direct Labor *		
(2) Fringe benefits @ 16.5% (if computed as percentage)	600	1,200
(3) Capitalized Nonexpendable Equipment *	5,000	8,000
(4) Materials, Supplies and Noncapitalized Equipment *	2,000	4,000
(5) Premium Pay	100	150
(6) Consultants *	100	100
(7) Travel - Domestic *	200	200
Foreign *		200
(8) Subcontract *	200	9,000
(9) Other Costs *	3,000	\$29,650
<u>Total Direct Costs</u>	<u>\$13,600</u>	<u>\$29,650</u>
(j) INDIRECT COSTS		\$29,650
A) Overhead 100% of Total Direct Costs (Indicate Base)	\$13,600	
<u>Subtotal</u>	<u>\$27,200</u>	<u>\$59,300</u>
B) General & Administrative Expense 12 % of Cost Elements Nos. 1-9.A	3,264	6,450
<u>Total Costs</u>	<u>\$30,464</u>	<u>\$65,750</u>
(k) FIXED-FEE EARNED (Formula)	1,523	3,400
(n) Total Amounts Claimed	\$31,987	\$69,150
(o) Adjustments		
Outstanding Suspensions	1,700	1,700
) Grand Totals	\$30,287	\$67,450

(REQUIRES SUPPORTING INFORMATION.)
 (SEE ATTACHED.)

INSTRUCTIONS FOR PREPARING
COST INFORMATION FOR NRC CONTRACTS

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U. S. Nuclear Regulatory Commission, Division of Contracts and Property Management, P-902, Washington, D. C. 20555.

Vouchers/invoices delivered by hand, including delivery by an express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U. S. Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Payee's name and address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

- (a) Contract Number. Insert the NRC contract number
Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name as designated in the contract.
- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.

Insert the total estimated cost of the contract.

(g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.

(h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.

(i) Direct Costs. Insert the major cost elements:

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

Labor Category	Labor Hrs. Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
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(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

(3) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

(4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.

(5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

- (7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

Date		Traveler	Destination		Purpose	Cost
From	To		From	To		\$

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (n) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.

SAMPLESUPPORTING INFORMATION1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	2400	100	\$14.00	\$1400	975
Engineer	1500	50	\$10.00	\$500	465
Computer Analyst	700	100	\$5.00	\$500	320
				<u>\$2400</u>	

3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

10 Radon Tubes @ \$110.00 = \$1100.00
 6 Pairs Electrostatic Gloves @ \$150.00 = \$900.00
\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
 (This was approved by NRC in letter dated 3/6/89.)

6) Consultants' Fee

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

7) Travel

<u>Date</u>	<u>Traveler</u>	<u>Destination</u>	<u>Purpose</u>	<u>Costs</u>	
<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>		
3/1/89	3/6/89	William King	Chicago, Wash., IL DC	Meeting with Project Officer	\$200

8) Subcontracts

XYZ CORP. (CPFF)

Direct Labor:	- 80 hours @ \$20.00 per hour	= \$1600.00
O/H	@ 50%	= \$800.00
Travel - 2 Trips - Wash., DC to Boston, MA	@ \$200	= \$400.00
Profit	@ 7%	= \$200.00
TOTAL:		<u>\$3000.00</u>

(k) Fixed-Fee (Formula)

(5%)

$\$350,000 \times 5\% = \$17,500$ Total Fixed Fee for this Contract

$\$27,200 \times 5\% = \1360 Fee Billed for this Period

(o) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/89.

ATTACHMENT 4

MONTHLY CONTRACTUAL COST SUMMARY REPORT FOR FEE BILLING

FIN: _____

Facility Name or Report Title: _____

TAC or Inspection Report Number: _____
(or other unique identifier)

Docket Number (if applicable): _____

<u>Cost Categories</u>	<u>Period Amount</u>	<u>Period Cost Incurred</u>	<u>Fiscal Year To Date Costs</u>	<u>Total Cumulative Costs</u>
Labor				
Materials				
Subcontractor/ Consultant				
Travel				
Other (specify)				
Common Costs				
Total				

Remarks:

Unclassified Contractor and Grantee Publications in the NUREG Series

Directive

(Formerly
MC 3202) **3.8**

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U. S. Nuclear Regulatory Commission

Volume: 3 Information Management
Part 1: Publications, Mail, and Information
Disclosure

ADM

Unclassified Contractor and Grantee Publications in the NUREG Series Directive 3.8

Policy

(3.8-01)

This directive and handbook govern the publishing of (1) unclassified NRC contractor, consultant or grantee formal reports, books, and international agreement reports, in the NUREG/CR, NUREG/GR, and NUREG/IA series; (2) reports and books by contractors of the U.S. Department of Energy (DOE); and (3) publications prepared for NRC under memoranda of understanding and interagency agreements.

Objectives

(3.8-02)

- To ensure the production and dissemination of information and publications as required by the Energy Reorganization Act of 1974 and the Freedom of Information Act. (a)
- To ensure the technical and management reviews of formal reports and books prior to publication. (b)
- To ensure that national security, patent rights, copyrights, proprietary rights, and rights in other sensitive unclassified information, including those specified in interagency and international agreements and memoranda of understanding, are not compromised by the release or publication of information by NRC. (c)
- To ensure that all unclassified NRC contractor or grantee publications in the NUREG series carry the registered Government identification NUREG/CR-0000, NUREG/GR-0000, or NUREG/IA-0000, with the exception of some publications

Objectives

(3.8-02) (continued)

- prepared by grantees, and indicate the availability of source material used in these publications. (d)
- To ensure that NRC-sponsored book manuscripts receive proper peer review from experts within and outside NRC. (e)
- To provide uniform procedures for publishing formal reports and books prepared by NRC contractors or grantees. (f)

Organizational Responsibilities and Delegations of Authority

(3.8-03)

Executive Director for Operations (EDO)

(031)

Delegates to the Deputy Executive Directors for Operation decisionmaking authority for the resolution of differences between NRC and contractors about the contents of publications, about granting contractors permission to publish NRC-sponsored information in the open literature, and about permitting contractors to issue press or other media releases concerning NRC-sponsored information.

Deputy Executive Director for Nuclear Reactor Regulation, Regional Operations and Research

(032)

As delegated from the EDO, makes final decisions in the following areas for the Office of Nuclear Reactor Regulation, Office of Nuclear Regulatory Research, and Regional Offices:

- When an Office Director refuses to publish an NRC-sponsored document because of irreconcilable differences between themselves and the author(s) about the contents of the document. (a)
- When an Office Director refuses to permit a contractor's principal investigator to publish NRC-sponsored information in the open literature. (b)

Unclassified Contractor and Grantee
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**Deputy Executive Director for
Nuclear Reactor Regulation,
Regional Operations and Research**
(032) (continued)

- When an Office Director refuses to permit a contractor to issue a press or other media release about an NRC-sponsored publication. (c)

**Deputy Executive Director for
Nuclear Materials Safety, Safeguards,
and Operations Support**
(033)

As delegated from the EDO, makes final decisions in the following areas for the offices reporting to this official:

- When an Office Director refuses to publish an NRC-sponsored document because of irreconcilable differences between themselves and the author(s) about the contents of the document. (a)
- When an Office Director refuses to permit a contractor's principal investigator to publish NRC-sponsored information in the open literature. (b)
- When an Office Director refuses to permit a contractor to issue a press or other media release about an NRC-sponsored publication. (c)

Directors of Offices
(034)

- Ensure that publications will be reviewed in draft prior to final printing and distribution for acceptability by determining that they are consistent with agency policy, management decisions, and that they raise no significant legal issues. (a)
- Ensure that statements of work include statements requiring contractor* compliance with this directive and handbook and Government Printing and Binding Regulations. (b)

*"Contract" in this context encompasses the "Standard Order for DOE Work" (NRC Form 173), interagency and international agreements, and grants.

**Unclassified Contractor and Grantee
Publications in the NUREG Series
Part 1 - Publications, Mail, and Information Disclosure
Directive 3.8**

**Directors of Offices
(034) (continued)**

- Sign, or delegate signature authority for, the NRC Form 426A, "Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports," and for memoranda requesting reprints of contractor publications. (c)

**Director, Office of Administration (ADM)
(035)**

As delegated from the Deputy Executive Director for Nuclear Materials Safety, Safeguards, and Operations Support, administers NRC's programs and policies for publishing unclassified contractor and grantee reports and books in the NUREG series.

**Director, Division of Freedom of
Information and Publications
Services, ADM
(036)**

- Develops and administers, as delegated from the Director, ADM, NRC's program and policies for publishing unclassified contractor, consultant, and grantee formal reports, books, and international agreement reports in the NUREG/CR, NUREG/GR, and NUREG/IA series. (a)
- Applies the policy, procedures, standards, and guides for the documentation, formatting, composition, printing, and dissemination of NRC-sponsored publications in the NUREG series consistent with the mission of the agency and in accordance with the requirements of the Government Printing and Binding Regulations issued by the Joint Committee on Printing, U.S. Congress. (b)
- Develops and administers the central agency publication numbering system for identifying, producing, and retrieving unclassified NRC-sponsored publications in the NUREG series. (c)

**Director, Division of Contracts and
Property Management, ADM
(037)**

Ensures that those requests for proposals, invitations for bids, and grant proposals, and the ensuring contracts and grants that require

Director, Division of Contracts and
Property Management, ADM
(037) (continued)

publications as deliverables, include provisions requiring contractor compliance with this directive and handbook and Government Printing and Binding Regulations.

Applicability (3.8-04)

Employees (041)

This directive and handbook apply to and must be followed by all NRC employees.

Other Publications (042)

The provisions of this directive and handbook do not apply to NRC staff publications in the NUREG series, NRC docket material, or documents created by NRC boards, panels, advisory committees, and offices that report to the Commission.

Handbook (3.8-05)

Detailed guidelines for the preparation of publications are contained in Handbook 3.8.

References (3.8-06)

1. Executive Order 12291—Federal Regulation, February 17, 1981.
2. Title 17, U.S. Code, Copyrights.
3. Government Printing and Binding Regulations, S. Pub. 101-9, February 1990.

Whitman: M...
**Unclassified Contractor and Grantee
Publications in the NUREG Series
Part 1 - Publications, Mail, and Information Disclosure
Directive 3.8**

References

(3.8-06) (continued)

4. DOE-NRC Memorandum of Understanding, February 24, 1978.
5. Title 44, U.S. Code, "Public Printing and Documents," Chapter 3, Government Printing Office.
6. U.S. Government Printing Office *Style Manual*, 1984.
7. Energy Reorganization Act of 1974 (42 U.S.C. 5801. et seq.).
8. The Freedom of Information Act (5 U.S.C. 522).
9. Public Law 95-224, The Federal Grant and Cooperative Agreement Act, February 3, 1978.
10. Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, OMB Circular A-110, July 1976.
11. Cost Principles for State and Local Governments, OMB Circular A-87, January 1981.
12. NUREG-0650, Revision 1, "Publishing Documents in the NUREG Series," November 1990.

Nuclear Regulatory Acquisition Regulation 2009.570 NRC Organizational Conflicts of Interest.

§2009.570-1 Scope of policy.

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

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

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

§2009.570-2 Definitions.

As used in §2009.570:

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

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

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

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

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

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

(1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or

(2) May result in its being given an unfair competitive advantage.

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

(1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or

(2) Must be reported to the contracting officer for investigation if they arise during contract performance.

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

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding the small purchase threshold.

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

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

(a) General.

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

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-73(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

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

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

7(i) EXAMPLE

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

(ii) GUIDANCE

2052.290-73(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

8(i) EXAMPLE

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

2 (ii) GUIDANCE

The Contracting Officer, would allow the contractor to proceed with the solicitation because 1) it is not in the same technical area as the NRC work and 2) the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

9(i) EXAMPLE

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

(ii) GUIDANCE

An NRC contract would not normally be awarded to ABC Corp. since these factors create the potential for financial loyalty to the utility that may bias the technical judgement of the contractor.

(d) Other considerations.

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

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

§2009.570-4 Representation.

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

(b) The organizational conflict of interest representation provision at §2052.209-72 must be included in solicitations and unsolicited proposals, (including those for task orders and modifications for new work) for:

- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and

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

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

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

§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and small purchases of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-73.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

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

(2) Software exclusion clauses;

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

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

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

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

(a) Disqualify the offeror from award;

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

(c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, and the contracting officer

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

§2009.570-8 Subcontracts.

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

§2009.570-9 Waiver.

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

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

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

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

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

(c) For any waivers, the justification and approval documents must be placed in the NRC Public Document Room, 2120 L Street, NW. (Lower Level), Washington, DC.

§2009.570-10 Remedies.

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

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

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

Applicability

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

Submission

1. A CSP is required:
 - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
 - b. as part of the Best and Final Offer (if requested) as a result of negotiations;
2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3. "Financial Status Report").

Format

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

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

52.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into contract No. NRC-33-94-191-- with the NRC-----to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The ADSYTECH, INC.-----hereafter referred to as subcontractor, agrees and acknowledges as follow:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of contract No. -NRC-33-94-191-----for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreement and advance payments, for the administration of this subcontract to the NRC--- with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and designated contracting officer of the NRC-----.

(4) That it will notify NRC-----Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of it's stock or other ownership interest to any other party.

(C) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the NRC -----.