

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING
2. CONTRACT NO. NRC-04-94-043	3. EFFECTIVE DATE 11/15/93	4. REQUISITION/PROJECT NO. RES-94-043 (RES-C93-304)
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Negotiation Branch 1		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Admin. Branch No. 3 Washington, D.C. 20555
7. NAME AND ADDRESS OF CONTRACTOR Prime: Small Business Administration 1110 Vermont Avenue, N.W., 9th Floor Washington, D.C. 20043-4500 Sub: Multimax, Inc. 7323C Hanover Parkway Greenbelt, Maryland 20770		8. DELIVERY [] FOB ORIGIN [X] OTHER See below
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		9. DISCOUNT FOR PROMPT PAYMENT N/A
11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission ATTN: Ernst G. Zurflueh Mail Stop: NL/S 217A Washington, D.C. 20555		12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Div. of Acctg. & Finance GOV/COMM MNBB Mail Stop 11104 Washington, D.C. 20555
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] [X] 41 U.S.C. 253(c) [5] 1545C 637(a)		
14. ACCOUNTING AND APPROPRIATION DATA Appn 31X0200.460 B&R 460-19-202-400 Job Code W-6094 BOC 255C Obligated Amount: \$100,000.00		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT
The Nuclear Regulatory Commission hereby accepts Multimax's technical proposal dated September 20, 1993 and revised on October 18, 1993 which is hereby incorporated by reference. This cost-plus fixed fee contract is completed as follows:		
9402280336 940216 PDR CONTR NRC-04-94-043 PDR		15G. TOTAL ESTIMATED AMOUNT OF CONTRACT (CEILING): \$118,558.59

DF02

X SEC	DESCRIPTION	PAGE(S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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 (Type or print) VIRGINIA BELLAMY GRAHAM CONTRACTING OFFICER	20A. NAME OF CONTRACTING OFFICER Elois J. Wiggins
19B. NAME OF CONTRACTOR by <u>[Signature]</u> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <u>[Signature]</u> (Signature of Contracting Officer)
19C. DATE SIGNED 11/2/93	20C. DATE SIGNED 11/2/93

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

AWARD/CONTRACT

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

2. CONTRACT NO. NRC-04-94-043 / 0353742-00069	3. EFFECTIVE DATE 11/15/93	4. REQUISITION/PROJECT NO. RES-94-043
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7. NAME AND ADDRESS OF CONTRACTOR

Multimax, Inc.
7323C Hanover Parkway
Greenbelt, MD 20770

Principal Investigator/Technical Contact:
Dr. Chris Chow
Telephone: (301) 441-8828

8. DELIVERY

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 ITEM: 6

11. SHIP TO/MARK FOR CODE
U.S. Nuclear Regulatory Commission
ATTN: Ernst G. Zurflueh
Mail Stop: NL/S 217A
Washington, D.C. 20555

12. PAYMENT WILL BE MADE BY CODE
U.S. Nuclear Regulatory Commission
Div. of Acctg. & Finance GOV/COMM
MNBB Mail Stop 11104
Washington, D.C. 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304(c) 41 U.S.C. 253(c) [5]

14. ACCOUNTING AND APPROPRIATION DATA
Appn 31X0200.460 B&R 460-19-202-400 Job Code W-6094
BOC 255C Obligated Amount: \$100,000.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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Technical Support Services (See Prime Contract). See Section 1 of the Prime Contract/Award contract document for special 8(a) Subcontract clauses.

15G. TOTAL ESTIMATED AMOUNT OF CONTRACT (CEILING):
\$118,558.59

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19A. NAME AND TITLE OF SIGNER (Type or print) CHRIS EHOW VICE PRESIDENT	20A. NAME OF CONTRACTING OFFICER VIRGINIA BELLAMY-GRAHAM CONTRACTING OFFICER
19B. NAME OF CONTRACTOR by <u>Chris Ehow</u> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <u>[Signature]</u> (Signature of Contracting Officer)
19C. DATE SIGNED 11/22/93	20C. DATE SIGNED 11/22/93

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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:

Seismic Data Analysis and Event Selection

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall establish procedures, formats and integrate software from publicly-available sources to allow the NRC to process, analyze and archive the data on NRC workstations. The Contractor shall review the computing requirements of these workstations to determine if they require additional hardware accessories to enable them to run the integrated software. Research conducted under this effort shall take into account both state-of-the-art and the direction of current research.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE
(JUN 1988) ALTERNATE I (JUN 1991)

- (a) The total estimated cost to the Government for full performance of this contract is \$118,558.59, of which the sum of \$109,776.47 represents the estimated reimbursable costs, and of which \$8,782.12 represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to this contract is \$100,000.00, of which the sum of \$92,593.00 represents the estimated reimbursable costs, and of which \$7,407.00 represents the fixed fee.
- (d) It is estimated that the amount currently allotted will cover performance through 09/30/94.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 BACKGROUND

The Nuclear Regulatory Commission (NRC), in connection with its function of licensing nuclear power plants, has a strong interest in defining seismicity and seismic hazards in the United States, particularly the central and eastern regions, where most of the nuclear plants in this country are located. For this reason, the NRC has supported regional seismograph networks and research in seismicity and tectonics in the past. With the establishment of a National Seismograph Network (NSN), a new era has arrived in the monitoring of seismicity in the United States.

The NSN was established through a cooperative effort between the NRC and the U.S. Geological Survey (USGS). The USGS operates the network and will supply data to the NRC which will be accessed on the NRC's Sun Sparcstations. The NSN employs state-of-the-art equipment that detects and records seismic signals over a broad frequency band and with a high dynamic range. These signals are then transmitted via satellite in real time to the National Earthquake Information Center in Golden, Colorado. At the center, the USGS archives and analyzes the data, and rebroadcasts the raw data over the satellite. The NRC has the capability to receive satellite rebroadcasts and to access the data analysis line in Golden.

C.2. SCOPE OF WORK

The Contractor shall establish procedures, formats, and integrate software from government, university, and commercial sources to allow the NRC to process and analyze NSN data, and archive selected portions of the data on the NRC's Sun Sparcstations. The Contractor shall review the computing requirements for these workstations to determine if they require additional hardware accessories (e.g, circuit boards, switches) to enable them to run the integrated software. The research to be conducted under this contract shall take into account both the state-of-the-art and the direction of current research. Close coordination of this work between the Contractor and the NRC is required.

C.3. STATEMENT OF WORK

C.3.1 Task 1: Event Selection/Database/Emergency Response Notification

The Contractor shall integrate available software and develop

C.1 (Continued)

procedures for selecting significant events and establishing an NRC database for such events, using the satellite rebroadcast and, if necessary, the USGS analysis line in Golden. It is to be kept in mind that the NSN provides both strong motion and microseismic data, and that events may be considered significant because they exceed a certain magnitude or because they provide information on the seismicity of an area of interest.

The NRC will also use the satellite data stream for notifying the NRC Emergency Response Center of any events that may have an impact on the operation of existing nuclear plants. The Contractor shall establish an automated procedure for selecting events that, by a combination of magnitude and proximity to a plant, may be significant. The event is then to be entered into the database, and an appropriate signal shall be conveyed to the Emergency Response Center.

The Contractor shall evaluate options for selecting events and for incorporating them into a database; he shall also evaluate appropriate means for notifying the Emergency Response Center. The Contractor shall then recommend procedures for accomplishing this task and, after receiving Project Manager approval, implement the agreed-upon solution.

C.3.2 Task 2: Seismic Data Analysis

The Contractor shall provide an up-to-date analysis package for the NRC, which includes waveform analysis, spectral analysis, event location, moment tensor, and other pertinent analysis tools. The analysis package shall have the capability to handle broadband data. The Contractor shall compile a list of codes (commercial or government owned) that are available for seismic data analysis. The Contractor shall evaluate the usefulness of the codes as well as their advantages and disadvantages. The Contractor shall then recommend a suitable analysis package and provide an estimate of its cost. After discussion with the NRC Project Manager and after receiving written approval, the Contractor shall acquire the necessary codes and implement a consistent analysis package on the NRC workstations.

There are a number of different formats in use to represent seismic data. The Contractor shall analyze these formats and, together with the analysis package, recommend a format suitable for NRC's purpose. In choosing a format, the Contractor shall consider practicality of use and suitable access to data files owned by USGS, IRIS, CSS, etc. The NRC currently uses the SAC data format of Lawrence Livermore National Laboratory (LLNL). It will also be necessary to have routines available that permit translating different data formats into each other. With the Project Manager's approval, the specific format chosen and needed routines for translating formats shall then be incorporated into

C.1 (Continued)

the final analysis package.

In addition, it is important for the NRC to be able to plot and contour data. The NRC will have the IMSL mathematical routines available, together with two proprietary LLNL plotting packages and the plotting capabilities included in the SAC program. The Contractor shall make recommendations on how to implement plotting and contouring capabilities and, with Project Manager approval, include them in the analysis package.

C.3.3 Task 3: Hardware Accessories and Software Additions or Modifications - Optional Task.

The NRC's Structural and Seismic Engineering Branch of the Office of Research has two Sun Sparcstations which were acquired from LLNL and the USGS. One of these stations is old and has limited computing power. Implementation of Tasks 1 and 2 may necessitate acquiring additional hardware accessories to allow these workstations to process this large amount of data. Similarly, during future use of the system implemented, it may be necessary to modify parts of the software to streamline its functions or to accommodate new developments in the field of seismology.

The NRC will invoke this option by transmitting to the Contractor a request for proposal which will request the Contractor to submit an analysis of the computing requirements of the Sun workstations and recommend any additional hardware items such as circuit boards, switches, memory boards, together with modifications and additions to the software. This analysis shall be in conformance with Federal Information Resources Management Regulations (FIRMR) which require a Requirements Analysis and Analysis of Alternatives. Inclusive of those analyses is the requirement for a cost estimate to acquire and install the hardware accessories and implement the software changes. Any acquisitions on behalf of the NRC shall require the Contractor to adhere to the policies and procedures of the FIRMR and the Federal Acquisition Regulations (FAR). This task shall be performed by the Contractor only after all policies are agreed as to the technical approach and costs and a modification to this contract has been executed by the NRC Contracting Officer.

[End of Clause]

C.2 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on

C.2 (Continued)

NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

(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.

1. 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]

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 SCHEDULE AND DELIVERABLES

- a. Within the first 30 calendar days of the Contract, the Contractor shall perform a survey of commercial, university, and government sources of software programs available to read and archive satellite data. The Contractor shall also compile a list of software codes (commercial or government-owned) that are available for seismic data analysis.
- b. Within the first 45 calendar days of the Contract, the Contractor shall establish and submit a schedule to the NRC Project Officer for completion of work required to be performed under Tasks 1 and 2.
- c. All integrated software shall be installed, debugged, tested and ready for acceptance 45 days before the end of the contract term.
- d. All users manuals and source code for the developed/modified software shall be delivered to the NRC Project Officer 10 calendar days before the end of the contract term.
- e. All software used or developed for this contract shall be delivered to the NRC in a form ready for use on Sun Sparcstations, and must be written in FORTRAN and/or ANSI C and supplied in appropriate disk or tape format. All diskettes or tapes must be scanned and virus free before they can be accepted. Quality assurance procedures, as outlined in NUREG/BR-0167 for level 2 software, shall be followed and documented in developing the software.

F.3 REPORTING REQUIREMENTS

A. MONTHLY LETTER REPORT

The contractor shall provide a brief (about one page) Monthly Letter 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. The following information shall be contained in the report:

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

B. TASK REPORT

- (1) At the end of each task, a report shall be issued that describes the system implemented and contains an appropriate manual for its use.

[End of Clause]

F.4 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 (2 copies)

F.4 (Continued)

U.S. Nuclear Regulatory Commission
ATTN: Ernst G. Zurflueh
Mail Stop NL/S 217A
Washington, D.C. 20555

(b) Contracting Officer (1 copy)

[End of Clause]

F.5 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 11/15/93 and will expire on 11/14/95.

[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: Ernst G. Zurfluen

Address: U.S. Nuclear Regulatory Commission
RES/SSEB, Mail Stop-NL/S 217A
Washington, D.C. 20555

Telephone Number: (301) 492-3809

- (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 thereto 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 2052.215-82 TRAVEL REIMBURSEMENT
- ALTERNATE 1 (JAN 1993)

- (a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (b) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

G.2 (Continued)

(End of Clause)

G.3 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 | - 76.48% |
| G&A | - 13.83% |
- (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 2052.204-71 SITE ACCESS BADGE
REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.2 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:

Inda Gupta
Winston Chan
Chris Chow
Steve Fu

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

H.2 (Continued)

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 price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

- (a) The NRC will provide the contractor with the following items for use under this contract:
 - i. IMSL mathematical routines
 - ii. Two proprietary Lawrence Livermore National Laboratory plotting packages
 - iii. Plotting capabilities included in the SAC data format of Lawrence Livermore National Laboratory

The above items will be for use at the NRC site only.

- (b) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.3 (Continued)

[End of Clause]

H.4 CONTRACTOR ACQUIRED GOVERNMENT EQUIPMENT/PROPERTY
(JUN 1988)

The Contractor is authorized to acquire and/or fabricate the equipment/property listed below for use in the performance of this contract. The equipment/property is subject to the provisions of the "Government Property" clause.

Potential items may include circuit boards, switches, memory boards, and modified software. The final list of items will be in accordance with optional Task 3 as amended.

[End of Clause]

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 1981
52.203-1	OFFICIALS NOT TO BELEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 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
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	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
52.216-8	FIXED FEE	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
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
52.222-3	CONVICT LABOR	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
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-3	BUY AMERICAN ACT - SUPPLIES	JAN 1989
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	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
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS Alternate I (APR 1984)	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
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	JUL 1985
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986

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
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 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.3 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS
(FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-04-94-046 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 Multimax, 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-04-94-046 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.4 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.4 (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.5 OPTION FOR ADDITIONAL TASK

The Contracting Officer may exercise the option by written notice to the Contractor requesting a technical and cost proposal for work to be performed under the optional task. Performance of the optional task shall continue at the same rates (direct and indirect) as the performance of similar tasks under the contract, unless the parties otherwise agree.

[End of Clause]

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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	Contractor Spending Plan (CSP) Instructions
3	Software Quality Assurance Program and Guidelines (NUREG/BR-0167)

Enclosure 1
Revised 3/92

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-802
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 26 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) Contract 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 _____

(o) Adjustments _____

Outstanding Suspensions _____

Grand Totals _____

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.
Individual to Contact
 Regarding This Voucher:
 Name: Harry Murphy
 Tel. No.: 1-202-555-0000
 (When Payments Assigned)

(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	
	(i) Current Period	(m) Inception to Date
(k) <u>DIRECT COSTS</u>		
(1) Direct Labor *	\$2,400	2,400
(2) Fringe benefits 10% of (1) computed as percentage	400	1,200
(3) Capitalized Expenditures - Equipment *	8,000	8,000
(4) Materials, Supplies and Noncapitalized Equipment *	2,000	4,000
(5) Premium Pay	100	100
(6) Consultants *	100	100
(7) Travel - Domestic *	200	200
Foreign *	100	200
(8) Subcontract *	8,000	8,000
(9) Other Costs *	5,600	5,600
<u>Total Direct Costs</u>	<u>\$13,600</u>	<u>\$29,650</u>
(j) <u>INDIRECT COSTS</u>		
A) <u>Overhead 100% of Total Direct Costs</u> (Indicate base)	\$13,600	\$29,650
<u>Subtotal</u>	<u>\$27,200</u>	<u>\$59,300</u>
B) <u>General & Administrative Expense</u> <u>12% of Cost Elements Nos. 1-9, A</u> <u>Total Costs</u>	3,264 \$30,464 <u>1,523</u>	6,450 \$65,750 <u>3,400</u>
(k) <u>FIXED-FEE EARNED (Formula)</u>	<u>\$31,987</u>	<u>\$69,150</u>
(n) <u>Total Amounts Claimed</u>		<u>1,700</u>
(o) <u>Adjustments</u> <u>Outstanding Suspensions</u>	<u>1,700</u>	<u>\$67,450</u>
(p) <u>Grand Totals</u>	<u>\$30,287</u>	

(REQUIRES SUPPORTING INFORMATION.)

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 one 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, 2-902, 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

- (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
----------------	-----------------------	--------------	------	-------	-------------------------

- (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	300
				<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 3/5/89.)

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>

(*) 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 3/10/59.

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:

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.

Enclosure 2

LICENSE FEE RECOVERY COSTS

Included as an attachment in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice.

(end of clause)

FAR 52.252-2 CLAUSE INCORPORATED BY REFERENCE (June 1988)

<u>FAR REFERENCE</u>		<u>CLAUSE TITLE</u>
52.219-14	()	Limitations on Subcontracting (Jan 1991)
52.203-13	()	Procurement Integrity-Service Contracting (Sep 1990)
52.203-12	(X)	Limitation on Payments to Influence Certain Federal Transactions (Jan 1990)
52.203-10	()	Price or Fee Adjustment for Illegal or Improper Activity (Sep 1990)