



UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D. C. 20555

January 17, 1983

Gentlemen:

Subject: Request for Proposal No. RS-EDO-83-436  
Entitled: "Developing a Decision Making Rationale for Establishing  
New Regulatory Requirements"

The U.S. Nuclear Regulatory Commission (NRC) is soliciting proposals for the project entitled above. The full scope of work anticipated is as set forth in that part of the Request for Proposal entitled, "CONTRACT SCHEDULE - STATEMENT OF WORK."

It is our intention by this solicitation to secure the best qualified organization available to perform this project, cost and other factors considered.

If you desire to respond, your proposal should address the proposal content requirements set forth in the body of the solicitation. All proposals will be evaluated against the evaluation criteria shown in Part II. For your convenience, an "RFP Summary" has been provided as Enclosure A. Instructions for completing and submitting your proposal are provided in Enclosure B.

Should you determine that you do not wish to submit an offer, a "NO-OFFER RESPONSE FORM" is provided as Enclosure C.

The solicitation package is included as Enclosure D.

If you have any questions concerning the requirements of this solicitation, please contact Mrs. Helen Hagey at (301) 492-4288 (collect calls will not be accepted).

Sincerely,

A handwritten signature in cursive script that reads "Mary Jo Mattia".

Mary Jo Mattia, Chief  
Administrative Contracts Branch  
Division of Contracts  
Office of Administration

Enclosures:

- A. RFP Summary
- B. Proposal Submission Instructions
- C. NO-OFFER RESPONSE FORM
- D. Solicitation Package (Standard Form 33 with Attachments)

8305240369 830331  
PDR FOIA  
NEWMAN83-146 PDR

The following summary provides a general description of this requirement. Further detailed information is furnished in the applicable sections of the RFP.

RFP NO.: RS-EDO-83-436

RFP TITLE: "Developing a Decision Making Rationale for Establishing New Regulatory Requirements"

BRIEF STATEMENT OF WORK: The NRC is seeking to develop a method to aid in the decision-making process that may utilize a quantitative cost/benefit model for assigning priority scores to proposed new or modified regulatory requirements. The current procurement effort is to evaluate existing quantitative prioritization models and incorporate a proposed best model into an overall subjective decision-making process that would use the quantitative benefit/cost evaluation as one input. The quantitative model would use attributes which are the expected values of benefits and costs of proposed regulatory actions. The magnitudes of such attributes are in some cases probabilistic values. Types of costs and benefits to be considered include averted offsite and onsite health effects and property damage; cost of replacement power; and capital, operation, and maintenance costs to effect proposed requirements.

RFP RESTRICTIONS:

Unrestricted

Set-Aside

Total Small Business - Labor Surplus Area Set-Aside

Total Small Business Set-Aside

Partial Small Business Set-Aside

ISSUE DATE: January 17, 1983

CLOSING DATE/TIME: February 16, 1983/12:00 NOON

ESTIMATED LEVEL OF EFFORT: 1.3 staff years

PERIOD OF PERFORMANCE: 12 months

PROPOSAL ACCEPTANCE PERIOD: 120 days

ANTICIPATED AWARD DATE: June, 1983

TYPE OF CONTRACT ANTICIPATED: Cost Plus Fixed Fee

SECURITY REQUIREMENTS: None

PRE-PROPOSAL CONFERENCE: None

CONFLICT OF INTEREST CONSIDERATIONS: Nuclear reactor vendors and nuclear reactor architect engineering firms will be excluded from consideration for reasons of organizational conflict of interest. Other organizations will be evaluated in accordance with Attachment 1 (41 CFR 20-1.54).

TELEGRAPHIC RESPONSES ARE NOT AUTHORIZED.

ENCLOSURE A

## PROPOSAL SUBMISSION INSTRUCTIONS

The following instructions are provided as a summary guide to assist the offeror in the submission of a proposal but they do not supersede those instructions contained in the solicitation package. The instructions contained throughout the "solicitation package" (Enclosure D to the cover letter) shall govern in all instances where a contradiction exists.

### DOCUMENTS REQUIRED IN PROPOSAL

- One (1) original signed copy of the solicitation package, i.e., Standard Form 33 with attachments.
- One (1) original and four (4) copies each of the Technical and Cost Proposals.

### OFFEROR "FILL-INS"

- Offeror must complete Block Nos. 16, 17, 18, 19, and 20 of the SF-33 along with completion of all representations and certifications contained on pages 2 through 8 of the solicitation package.
- Part IV, Attachment #4, "Proposal Summary and Data Sheet," is to be completed by the offeror.
- It is requested that the "Optional Form 60" provided in Part IV be used in submission of the Cost Proposal.

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

### TRANSMITTING OFFEROR'S PROPOSAL

- All offers should be addressed as indicated in Block 7 of the Standard Form 33.
- The envelope used in submitting your proposal must be plainly marked with the solicitation number, the time, and date set forth in the solicitation document (Block 9 of the Standard Form 33) and the following notation: "Mail Room - Do Not Open."
- Hand-carried solicitations - Hand-carried offers should be addressed as indicated in Block 7 of the Standard Form 33 and delivered to:

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Room 2223  
4550 Montgomery Lane  
Bethesda, Maryland 20814

Telegraphic proposals are not authorized, and if submitted, such proposals shall be rejected.

ENCLOSURE B

NO-OFFER RESPONSE FORM

RFP NO.: RS-EDO-83-436

TITLE: "Developing a Decision Making Rationale for Establishing New  
Regulatory Requirements"

Please review the enclosed RFP. If you do not desire to submit a proposal,  
complete the section below, fold this sheet as indicated on the reverse,  
staple, affix postage, and mail back to the NRC.

Comments:

Please be advised that we do not desire to submit a proposal for the above RFP.

We  desire  do not desire to be retained on the NRC Contractor Bidders  
Mailing List.

We desire to be placed on the NRC Contractor Bidders Mailing List.

Name of Organization:

Authorized Signature:

Typed Name and Title:

Date:

ENCLOSURE C

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- \*References 1, 2 and 3 Attachments 9,10 and

\*Please note that in order to reduce printing costs, only one copy of this document is included with this solicitation. Please retain it for your files since any contract awarded as a result of this solicitation will also contain this document by reference.

ENCLOSURE D

SOLICITATION, ORDER AND AWARD

U.S. GOVERNMENT PRINTING OFFICE: 1977 O-214-500-10-21

1. SOLICITATION NO. RS-EDO-83-436	2. DATE ISSUED 1/17/83	3. RECOMMENDATION/QUOTE/BLDG. NO. EDO-83-436
4. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		5. ADDRESS OFFER TO (if other than block 7)

Hand-carrying proposals must offer and offeror must be committed to an offer at that time.

6. DELIVERY INSTRUCTIONS: **DELIVERY**

9. Submit in one original & (4) copy for full-time delivery. The original or a copy in the U.S. date will be required at the place specified in block 8, or if hand-carried, in the appropriate location. **Room 2223, Air Rights Building, 12:00 NOON local time 2/16/83**  
Bethesda, MD 20814 (1 hour) (10 sec)

10. If there are forms of information, offers, etc. available at that time.  
 11. **CAUTION - LATE OFFERS:** Compare 7 and 9 of S. National Instrument and Conditions. (Telegraphic responses are not authorized)  
 12. All offers are subject to the following:

1. The Solicitation Instructions and Conditions, SF 33-A, **JANUARY 1978**
2. The General Conditions, SF 32, U.S. Government Printing Office, which is available for review at the U.S. GPO.
3. The Schedule included herein and/or attached hereto.
4. Such other provisions, requirements, certifications, and qualifications as are set forth in the solicitation and/or attached hereto. (Instructions are listed in schedule.)

FOR INFORMATION CALL (301) 492-4288 or (301) 492-4288

Mrs. Helen Hagey (301) 492-4288

TELEGRAPHIC PROPOSALS ARE UNAUTHORIZED

NOTE: SEE PART III OF THIS SOLICITATION PACKAGE. THE ADDRESS SHOWN IN BLOCK 7 IS FOR MAILING ONLY. HAND-CARRIED PROPOSALS SHOULD BE DELIVERED AS ADDRESSED IN BLOCK 9 ABOVE. THIS INCLUDES DELIVERY BY ANY EXPRESS MAIL SERVICES OR SPECIAL DELIVERY SERVICES WHICH USE A COURIER OR OTHER PERSON TO DELIVER THE PROPOSAL IN PERSON TO THE NRC.

13. OFFER IN PARAS 2 and 3 must and to fully completed by offeror.  
 14. In compliance with the above, the offeror signs, if this offer is received within 120 calendar days (200 calendar days unless a different period is required by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite with item delivered at the designated point(s), within the time specified in the schedule.

15. DISCOUNT FOR PROMPT PAYMENT (See SF 33-A)

16. OFFEROR	17. NAME AND TYPE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
18. SIGNATURE	19. OFFER DATE

\* See below

20. NAME OF CONTRACTING OFFICER (Type or print)	21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNT NO AND APPROPRIATION DATA
24. ADMINISTERED BY (Single item block 7)	25. NEGOTIATED PURCHASE TO	26. UNITED STATES OF AMERICA	27. PAYMENT WILL BE MADE BY
28. NAME OF CONTRACTING OFFICER (Type or print)	29. UNITED STATES OF AMERICA	30. AWARD DATE	BY (Signature of contracting officer)

Field words made on this form or on Standard Form 28, or by other official written notice.

**REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS**

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

The offeror represents as part of his offer that:

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

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

**2. MINORITY BUSINESS ENTERPRISE**

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

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

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

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

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

**5. TYPE OF BUSINESS ORGANIZATION**

The offeror is  an individual,  a partnership,  a nonprofit organization,  a corporation, incorporated under the laws of the State of \_\_\_\_\_.

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

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

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

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

NAME OF PARENT COMPANY  
AND MAIN OFFICE ADDRESS  
(Include ZIP Code)

OFFEROR'S IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33 A.)	OFFEROR'S E.O. NO.	PARENT COMPANY'S E.O. NO.
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**7. EQUAL OPPORTUNITY**

(a) He  has,  has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10825, or the clause contained in Section 201 of Executive Order No. 11114, that he  has,  has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he  has developed and has on file,  has not developed and does not have on file, a each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 101-11.6 and 101-11.7) or (2) he  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

**CERTIFICATIONS (Check or complete all applicable boxes or blocks)**

**1. BUY AMERICAN CERTIFICATE**

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

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN
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**2. CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1607a-1610)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1311(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

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

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

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

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** (See per. 10 on SF 33.A)

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

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

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

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

(2) Each person signing this offer certifies that:

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

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

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

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

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

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

Continued on Page 4

	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to this Solicitation for offers and related documents numbered and dated as follows:				

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

PART I

Representations, Certifications, and Acknowledgments - Continued SF-33 (Page 3)

5. WOMAN-OWNED BUSINESS

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

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

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

6. PERCENT OF FOREIGN CONTENT

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

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

The offeror hereby certifies as follows:

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

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

8. CERTIFICATION OF RECOVERED MATERIALS (1-1.2504(b))

The offeror/contractor certifies that recovered materials will be used as required by specifications referenced in the solicitation/contract.

9. CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

- (a) impose appropriate conditions which avoid such conflicts,
- (b) disqualify the offeror, or
- (c) determine that it is otherwise in the best interest of the United States to seek void of the contract under the waiver provisions of § 20-1.5411.

The refusal to provide the representation required by 20-1.5403(b) or upon request of the Contracting Officer the facts required by 20-1.5403(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for awards; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related RRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

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

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

Any contract resulting from a solicitation requirement shall include general clauses (41 CFR 20-1.5404-1) prohibiting contractors from engaging in relationships which may give rise to an actual or apparent conflict of interest. Note: RRC Contractor Organizational Conflicts of Interest (41 CFR Part 20) is included in Part IV as Attachment No. 1.

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

It has been determined by the Contracting Officer or his duly authorized representative that this requirement is not in support of the national defense pursuant to 4 CFR 331.20(b).

A. COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.20(b)(2), and certifies that he is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during his cost accounting period immediately preceding the period in which this proposal was submitted, he received less than \$10 million in awards of CAS-covered national defense prime contracts and subcontracts, and (ii) the sum of such awards applied less than 10 percent of his total sales during that cost accounting period. The offeror further certifies that if his status changes prior to award of resulting from this proposal, he will advise the Contracting Officer immediately.

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

B. COST ACCOUNTING STANDARDS CERTIFICATION - NONDEFENSE APPLICABILITY

Any negotiated contract in excess of \$100,000 resulting from this solicitation shall be subject to the requirements of the clauses entitled Cost Accounting Standards - Nondefense Contract (FPR E1-3.1204-2(a)) and Administration of Cost Accounting Standards (FPR E1-3.1204-1(b)) if it is awarded to a contractor's business unit that is performing a national defense contract or subcontract which is subject to cost accounting standards pursuant to 4 CFR 331 at the time of award, except contracts which are otherwise exempt (see FPR E1-3.1203-2(a) and (c)(4)). Otherwise, an award resulting from this solicitation shall be subject to the requirements of the clauses entitled Consistency of Cost Accounting Practices - Nondefense Contract (FPR E1-3.1204-2(b)) and Administration of Cost Accounting Standards (FPR E1-3.1204-1(b)) if the award is (i) the first negotiated contract over \$500,000 in the event the award is a contractor's business unit that is not performing under any CAS-covered national defense or nondefense contract or subcontract, or (ii) a negotiated contract over \$100,000 in the event the award is to a contractor's business unit that is performing under any CAS-covered national defense or nondefense contract or subcontract, except contracts which are otherwise exempt (see FPR E1-3.1203-2(a) and (c)(4)). This solicitation notice is not applicable to small business concerns.

### Certificate of CAS Applicability

The offeror hereby certifies that:

- A.  It is currently performing a negotiated national defense contract or subcontract that contains a Cost Accounting Standards clause (4 CFR 331), and it is currently required to accept that clause in any new negotiated national defense contracts it receives that are subject to cost accounting standards.
- B.  It is currently performing a negotiated national defense or nondefense contract or subcontract that contains a cost accounting standards clause required by 4 CFR 331 or 332 or by FFR Subpart 1-3.12, but it is not required to accept the 4 CFR 331 clause in new negotiated national defense contracts or subcontracts which it receives that are subject to cost accounting standards.
- C.  It is not performing any CAS covered negotiated national defense or nondefense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing in the event that it is awarded any negotiated national defense or nondefense contract or subcontract containing any cost accounting standards clause subsequent to the date of this certificate but prior to the date of the award of a contract resulting from this solicitation.
- D.  It is an educational institution receiving contract awards subject to FFR Subpart 1-15.3 (FAC 73.3, GSB Circular A-21).
- E.  It is a State or local government receiving contract awards subject to FFR Subpart 1-15.7 (FAC 74.4, GSB Circular A-27).
- F.  It is a hospital.

NOTE: Certain firm fixed price negotiated nondefense contracts awarded on the basis of price competition may be determined by the Contracting Officer (at the time of award) to be exempt from cost accounting standards (FFR 1-3.120302(c) (4)(iv)).

#### Additional Certification - CAS Applicable Offerors

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

### Certificate of CAS Applicability

The offeror hereby certifies that:

- A.  It is currently performing a negotiated national defense contract or subcontract that contains a Cost Accounting Standards clause (4 CFR 331), and it is currently required to accept that clause in any new negotiated national defense contracts it receives that are subject to cost accounting standards.
- B.  It is currently performing a negotiated national defense or non-defense contract or subcontract that contains a cost accounting standards clause required by 4 CFR 301 or 302 or by FPR Subpart 1-3.12, but it is not required to accept the 4 CFR 331 clause in new negotiated national defense contracts or subcontracts which it receives that are subject to cost accounting standards.
- C.  It is not performing any CAS required national defense or non-defense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing in its event that it is awarded any negotiated national defense or non-defense contract or subcontract containing any cost accounting standards clause subsequent to the date of this certificate but prior to the date of the award of a contract resulting from this solicitation.
- D.  It is an educational institution receiving contract awards subject to FPR Subpart 1-15.3 (HAC 73-B, OMB Circular A-21).
- E.  It is a State or local government receiving contract awards subject to FPR Subpart 1-15.7 (HAC 74-4, OMB Circular A-67).
- F.  It is a hospital.

NOTE: Certain firm fixed price negotiated nondefense contracts awarded on the basis of price competition may be determined by the Contracting Officer (at the time of award) to be exempt from cost accounting standards (FPR 1-3.120302(c)(4)(iv)).

#### Additional Certification - CAS Applicable Offerors

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

Data Required - CAS Covered Offerors

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

Name of CO: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Standards not yet applicable: \_\_\_\_\_





8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS (FPR 1-3.802-2(b))

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

(1) It is a timely receipt for certified mail not later than the date specified for receipt of proposals (e.g., a receipt dated 10/10/50 for a proposal received 10/11/50);

(2) It is a timely receipt for registered mail not later than the date specified for receipt of proposals (e.g., a receipt dated 10/10/50 for a proposal received 10/11/50);

(3) It is a timely receipt for registered mail not later than the date specified for receipt of proposals (e.g., a receipt dated 10/10/50 for a proposal received 10/11/50);

(4) It is a timely receipt for registered mail not later than the date specified for receipt of proposals (e.g., a receipt dated 10/10/50 for a proposal received 10/11/50);

(5) Any modification of a proposal is subject to the conditions of (c) of this provision.

(c) The only receipt to be used is:

(1) The date of mailing of a late proposal or modification of a proposal is the date of mailing of the U. S. Postal Service postmark on both the envelope or wrapper and the original receipt from the U. S. Postal Service. If another postmark shows a legible date, the proposal or modification of proposal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (inclusive of a postage meter machine impression) that is readily identifiable without further action as being a postmark received on the date of mailing by employees of the U. S. Postal Service. Employees should request the postmark to place a hand-stamped "postmark" on both the receipt and the envelope or wrapper.)

(2) The time of receipt at the Government Institution is the time date stamp of such institution on the proposal receipt and any other documentary evidence of receipt maintained by the institution.

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

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

NOTE: The term "telegram" includes railgrams.

Paragraph 10 (a) on page 2 of the SF-31A is hereby deleted. Paragraph No. 19 on page 2 of the SF-31A is hereby deleted in its entirety.

1. FORM OF CONTRACT

The contract to be awarded for the purchase of the contract will be in accordance with the contract form prescribed by the Department of Defense, Form SF-31A, and is hereby deleted in its entirety. The contract will be awarded to the contractor selected by the Department of Defense.

2. TERMS OF CONTRACT

It is understood that a contract plan filed for contract will be awarded; however, the contractor has the right to refuse to accept the contract. The contractor is hereby notified that the contract will be awarded to the contractor selected by the Department of Defense. The contractor is hereby notified that the contract will be awarded to the contractor selected by the Department of Defense. The contractor is hereby notified that the contract will be awarded to the contractor selected by the Department of Defense.

3. TERMS OF PAYMENT/DELIVERY

The contractor shall deliver the contract to the Department of Defense and the contractor shall deliver the contract to the Department of Defense within 12 months.

4. TERMS OF DELIVERY

Period of the time required by the contractor to evaluate proposals submitted by the contractor is hereby deleted to specify a period of 100 days.

5. TERMS OF DELIVERY

It is understood that a contract for this solicitation shall be awarded by June, 1983.

6. COST TO BE PAID BY CONTRACTOR

This solicitation does not require the contractor to pay any cost for the preparation and submission of a proposal or for necessary studies or design for the preparation of the proposal or contract for the articles or publications in the contract form.

7. INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE

The prospective offeror will list the name(s) and telephone number(s) of the person(s) authorized to conduct negotiations on the "Proposal Summary and Data Sheet" (see Part IV, Attachment No. 4) which is to be submitted with each proposal.

Offerors are cautioned that the person signing the proposal must have the authority to commit the offeror.

8. PROPOSAL SUMMARY AND DATA SHEET (See Part IV, Attachment No. 4)

A completed "Proposal Summary and Data Sheet" shall be submitted with each copy of the proposal.

9. RFP IDENTIFICATION

Mailing envelopes should be marked with the RFP number, the RFP closing date, and the notation "DO NOT OPEN IN MAIL ROOM." Also, include the RFP number in your cover letter and on each page of your proposal.

10. AWARD NOTIFICATION

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

It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government (i.e., the NRC) to expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the Contracting Officer, NRC technical personnel cannot issue contract modifications, give informal contractual commitments or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include such actions as:

- a. encouraging a potential contractor to incur costs prior to receiving a contract,
- b. requesting or requiring a contractor to make changes under a contract without formal contract modifications,
- c. encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable, and

- d. committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

## 11. DISPOSITION OF PROPOSALS

After award of contract, two (2) copies of each unsuccessful proposal will be retained by NRC's Division of Contracts and unless return of proposals is requested by the offeror upon submission of proposal, all other copies will be destroyed. This notification should appear in any cover letter accompanying the proposal.

## 12. NOTICE OF PROPRIETARY INFORMATION

- a. Notice of Proprietary Information - Offerors are advised that those portions of the Proposal which are considered to be proprietary shall be so identified. In the event the offeror fails to indicate on the title page and each sheet of the proposal what portions of the proposal are proprietary, the NPC assumes no liability for disclosure or use of unmarked technical data and may use or disclose such data for any purpose. The clause set forth in paragraphs b. and c., below, should be utilized by the offeror in marking his proposal.

- b. Use and Disclosure of Data - Freedom of Information Act Requests

"This data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction. The data subject to this restriction is contained in sheets \_\_\_\_\_ . Our failure to mark the proposal with a legend or otherwise identify and restrict the disclosure and use of data in the proposal shall be interpreted by the NRC as an acknowledgment that the contents of the Technical Proposal may be released, disseminated, or otherwise disclosed by the NPC pursuant to a Freedom of Information Act request."

- c. Moreover, each sheet for which the offeror desires to restrict disclosure shall be marked with the following legend:

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

13. PROPOSAL PRESENTATION AND FORMAT

- a. Proposals will be typewritten or reproduced on letter-size paper and will be legible in all required copies. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art works, expensive paper and binding, expensive visual and other presentation aids are neither necessary nor desired. Legibility, clarity, and completeness are important.
- b. Proposals in response to this Request for Proposal shall be submitted in the following three (3) separate and distinct parts:
- (1) One (1) original signed copy of this solicitation package. All applicable sections must be completed by the offeror.
  - (2) One (1) original and four (4) copies of the "Cost Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, "Business Management Requirements."
  - (3) One (1) original and four (4) copies of the "Technical Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, "Technical Proposal Content."

Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. All documents submitted shall have a cover page with the identifying RFP title, the solicitation number, and name of the offeror.

NOTE: If your records are currently under audit cognizance of a Government audit agency, the address and telephone number of that office should be furnished on the "Proposal Summary and Data Sheet." One (1) copy of the solicitation package, Technical Proposal, and Cost Proposal shall be submitted by the offeror to the cognizant audit agency concurrent with the submittal of the proposal to the NRC.

14. BUSINESS MANAGEMENT REQUIREMENTS

a. Cost Proposal

The offeror should utilize the Optional Form 60, Contract Pricing Proposal (Research and Development), in submitting the Cost Proposal. Offerors may, however, submit the necessary information in a different format where the offeror's accounting system makes use of the form impractical, or when required for a more effective and efficient presentation of cost information. In either instance, the information furnished shall include pertinent details sufficient to show the elements of cost upon which the total cost is predicated.

Cost will be evaluated on reasonableness, validity, and reliability.

The "Cost Proposal" must include, but is not limited to, the following:

Material - A detailed listing of items including the quantity, basis of cost estimate, unit cost and sources of cost.

Labor - The basis for the estimated hours broken down by category and task, and the source of labor rates. Level of effort data shall be expressed in man-hours.

Indirect Cost - The source and basis of determination of all indirect costs.

Travel - The breakdown of all travel by trips, segregating all transportation and per diem costs. Copy of the official Government approval of the offeror's travel policy, if granted, or in lieu thereof, a copy of the offeror's travel policy.

NOTE: In the absence of a Government approved contractor travel policy, the prevailing Federal Travel Regulation rates and the clause entitled, "Travel Reimbursement" in Part III shall apply.

Other - The offeror's fiscal accounting period (Fiscal Year) and the name, address, and the telephone number of the offeror's cognizant Government audit agency.

b. Management

The management aspects shall include, but not be limited to, the following and any data pertinent thereto:

- (1) Project scheduling and contingency planning demonstrating a logical progression and integration of the tasks to insure completion within the performance period and without program slippage.
- (2) Management organizational structure delineating areas of responsibility and authority under the proposed effort. Describe the relationship of the project organization to corporate management and to subcontractors, if any. Discuss the functions and authorities of the project manager.
- (3) Procedures to periodically review in-house organizational functions, program reviews and controls and subsequent coordination with the NRC.

(4) Management controls expected to be utilized to preclude a contract cost growth.

c. Manpower Availability

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

d. Consultants

Explain the need for consultant services. List proposed consultants if known by name. For each list show (1) nature of services, (2) fee rate, and (3) total consultant fee and any other allowable related costs which may be involved, such as travel and per diem. Such fees may not be paid to employees of the contractor or to employees of the U. S. Government.

e. Subcontractors

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

f. Labor Surplus Area Program Requirements

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

g. Additional Facilities or Property

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

h. Other Contractual Commitments

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

## 15. TECHNICAL PROPOSAL CONTENT

The Technical Proposal shall not contain any reference to cost. Resource information such as data concerning labor hours, and categories, materials, subcontracts, travel, computer time, etc., shall be included in the Technical Proposal so that the offeror's understanding of the scope of work may be evaluated.

The offeror shall submit with the Technical Proposal full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement in accordance with the evaluation criteria set forth in this Part II under the paragraph entitled, "Evaluation of Proposals."

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

The Technical Proposal shall set forth as a minimum the following:

- a. Discussion of the scope of work requirements to substantiate the offeror's understanding of the problem and his proposed method of approach to meet the objective.
- b. Include resumes for all professional personnel to be utilized in the performance of any resulting contract. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.
- c. Discuss support personnel and facilities available to assist the professional personnel.
- d. Indicate potential problem areas and the approach to be taken to resolve said areas.
- e. Provide a detailed description of the schedule for work and identify significant milestones and completion dates for various subparts.
- f. Identify the "Key Personnel," and for the person(s) so identified, specify the percentage of time currently committed to other projects over the course of the proposed contract period of performance.
- g. Statements of any interpretations, requirements, or assumptions made by the offeror.

## COST REIMBURSABLE CONTRACTS

### CONTRACT AWARD AND EVALUATION OF PROPOSALS

- a. By use of numerical and narrative scoring techniques, proposals will be evaluated against the evaluation factors specified in the paragraph below. These factors are listed in their relative order of importance. Award will be made to the offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is most advantageous to the Government; and who is considered to be responsible within the meaning of Federal Procurement Regulation 1-1.12.  
  
\*\*\* Although cost will be a factor in the evaluation of proposals, technical merit in related past experience and knowledge of key personnel, technical approach and management plan will be more significant factors in the selection of a contractor. Further, to be selected for an award, the proposed cost must be realistic and reasonable.
- b. The Government reserves the right without qualification, to accept or reject any or all proposals, to negotiate with any and all proposers regardless of the terms of the original proposal, and to request additional clarifying information either through written information or through conference with the proposers. All proposers are notified that award may be made without discussion of proposals and, therefore, proposals should be submitted initially on the most favorable terms, from a cost and technical standpoint.
- c. A separate cost analysis will be performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data shall be expressed in man hours.
- d. In making the above determination, a best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule.
- e. Proposals will be evaluated in accordance with the following weighted factors, listed in the order of their relative importance:

Weights  
(Based on 100 Points)

Evaluation Criteria

- |  |  |    |
|--|--|----|
| 1. <u>Technical Approach (50 Points)</u>                                     |  |    |
| a.   | Demonstration of the offeror's understanding and interpretation of the Work Statement requirements   | 20 |
| b.   | Quality of proposed technical approach to each task  | 30 |
| 2. <u>Related Past Experience and Knowledge of Key Personnel (40 Points)</u> |  |    |
| a.   | In-depth experience in and knowledge of decision analysis theory and techniques, risk analysis, risk perception, probabilistic modeling and analysis, and statistical methods, including the treatment of uncertainties, with particular emphasis on the application of utility theory to the comparative evaluation and selection of alternatives among complex regulatory issues | 15 |
| b.   | General knowledge of NRC regulatory objectives and needs relevant to managing the promulgation and implementation of new regulatory requirements   | 10 |
| c.   | Direct or related experience of key personnel in identifying and defining the direct and indirect costs to society incurred as a result of a major nuclear power plant accident  | 10 |
| d.   | In-depth experience in and knowledge of, the development of general purpose computer software for decision analysis  | 5  |
| 3. <u>Management Plan (10 Points)</u>  |  |    |
| a.   | Demonstrated ability to meet the project schedule and to allocate and utilize personnel with the experience and expertise necessary to complete this project   | 5  |
| b.   | Clear definition and reasonableness of the roles and authority of the program manager and other key personnel  | 5  |

TOTAL	100
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PART III  
CONTRACT SCHEDULE

ARTICLE I - STATEMENT OF WORK

A. BACKGROUND

The U. S. Nuclear Regulatory Commission (NRC) staff has in recent years intensified its effort to identify a rational, objective and reproducible decision-making process as a framework for the development and promulgation of new regulatory requirements. In response to a Commission request, an NRC staff task force has recently completed a study and recommendations (Reference 1)\* for performing regulatory analyses consistent with Executive Order 12291, Federal Regulation issued February 17, 1981.

Related efforts are ongoing in two NRC program offices, the Office of Nuclear Reactor Regulation (NRR), and the Office of Nuclear Regulatory Research (RES). NRR described a new requirements development process to the Commission in September 1981, a key element of which was a quantitative scoring method to assign numerical priorities to proposed regulatory requirements. The priorities would result from a benefit/cost analysis that considered the risk reduction (benefit) inherent in the proposed change, and the cost to industry and to NRC of effecting the change in all nuclear power plants. NRR has subsequently continued to refine and apply the quantitative scoring method. Consideration of the maximum allowable risk thresholds described in the Commission Policy statement, NUREG 0880 (Reference 4), has been included in the priority ranking process proposed by NRR to be used with the quantitative scoring model (Reference 2).

RES has several programs to pursue various objectives related to risk assessment, and decision theory and practice using risk assessment data. These programs include efforts to establish acceptable level of risk criteria for nuclear power plants, to study mathematical and statistical problems in risk analysis, to accomplish risk analyses for specific issues, and to study the utilization of risk analyses and risk criteria.

Within the Office of the Executive Director for Operations (EDO), the staff of the Deputy Executive Director for Regional Operations and Generic Requirements (DEDROGR) has also worked toward identifying a decision-making procedure that would include a quantitative scoring model. Such a procedure could be used by the Committee to Review Generic Requirements (CRGR) in evaluating both proposed new requirements and existing requirements.

The DEDROGR staff supported preliminary work by a contractor on a prototype decision analysis model as an alternative to the NRR proposed model. The prototype is a weighted-average multi-attribute net benefit model that explicitly treats ten attributes of benefit and cost (the current NRR model treats three), and is based on traditional concepts of multi-attribute benefit analysis as used by economists. A letter report (Reference 3) describes the work done to date in development of this alternative model. The model is intended for use as a supplementary tool in assisting the CRGR and the DEDROGR to make judgments on both the relative and absolute importance of proposed requirements, as they are forwarded from sources throughout the agency.

\*Reference numbers refer to documents listed under Section G, References.

The DEDROGR staff now seeks contractor support to assist in reviewing work done to date on the NRR model as well as the preliminary alternative model, to synthesize and recommend an improved model, and to recommend a proposed decision making process in which the recommended model would be used.

B. OBJECTIVES

The objectives of this project are (1) to perform studies and analyses resulting in the specification of a quantitative algorithm or model for assessing the relative and absolute value of proposed generic requirements, (2) to recommend a decision process that utilizes the quantitative model as one input in screening and selecting among proposed generic requirements, and (3) to investigate and report on the types and magnitudes of direct and indirect costs to society incurred as a result of a major nuclear power plant accident involving offsite release of radioactive material.

C. SCOPE OF WORK

The Contractor shall provide all necessary personnel, equipment, and facilities to develop a quantitative algorithm and an overall decision analysis structure. Specific tasks in this program and associated effort are:

Task 1: Model Review and Selection

The Contractor shall review two quantitative prioritization models (Reference 2 and 3) available as a result of prior NRC work, and any other decision analysis material considered pertinent by either the NRC Project Officer or the Contractor, and propose a final algorithm including the essential attributes of risk reduction and costs to various affected constituencies. The minimum set of attributes that should be considered are:

- a. Public radiological exposure due to accident
- b. Public property damage cost due to accident
- c. Occupational exposure due to accident
- d. Occupational exposure to effect and maintain plant modifications
- e. Licensee damage cost due to accident, including incremental cost of providing replacement power
- f. Licensee cost to install risk reduction feature, including cost of plant shutdown attributable to installation
- g. Licensee operating and maintenance cost for risk reduction feature
- h. NRC cost due to accident
- i. NRC cost to effect and maintain risk reduction feature

Criteria for evaluation of the quantitative model recommended by the Contractor should include at least the following:

1. The validity of the form proposed; i.e., the capability of the model to yield meaningful, accurate results that indicate the relative and absolute worth of alternative proposed requirements to achieve risk reductions.
2. The relative utility or capability of alternate quantitative models with respect to their capability to incorporate scores or values for subjective as well as objective attributes. Alternate quantitative models shall also be compared with respect to their utility in efficiency analyses. Efficiency analyses would be used to recommend a prioritized set of several proposed requirements to yield maximum total benefit within some constrained total cost for the set.
3. The capability of the model or limits thereof, to be adjusted to deal with attribute uncertainties.
4. The intrinsic utility of the model form as one measure to be used in implementing the NRC safety goals as currently proposed.

At the conclusion of Task 1, the Contractor shall meet with the NRC Project Officer in Bethesda, Maryland to discuss the findings of the review and Contractor's rationale for the selection of recommendation of a specific model. Contractor shall not proceed with Task 2 until authorized in writing by the NRC Project Officer.

Task 2: Refine and Develop Model

Subtask 1: Refine Selected Model

Contractor shall complete the following efforts:

- a. Review definitions of the attributes of value developed in Task 1, and propose final definitions with methods for quantitative evaluation of the attributes.
- b. Establish relative weights to be given to attributes and provide supporting rationale.
- c. Identify and describe ways that NRC or industry costs could be constrained, including the effects such constraints could have on the model's quantitative results and on the application of the model in a decision-making process.
- d. Propose methods for treating uncertainties in expected values of attributes, including methods for predicting the overall range of uncertainty on model outputs.

- e. Propose at least two alternative methods of treating risk aversion either within the quantitative model or as a separate activity in an overall decision making process.

Subtask 2: Attribute Data Refinement

Contractor shall improve the development and documenting of attribute scores in at least the following ways:

- a. The calculational routine for accounting for the different remaining nuclear plant lifetimes will be established and explicitly described.
- b. The computation method, for several attributes, of levelized annual dollar costs for a group of nuclear reactor plants each having different remaining lifetimes will be established.
- c. An appropriate discount rate for monetary flows will be selected.
- d. Uncertainty will be addressed, to show how a distribution of expected values for an attribute would be reduced to an equivalent single value with some estimated uncertainty.
- e. A quantitative method of treating risk aversion will be proposed, and supporting rationale will be provided.
- f. A standard format for recording data will be specified for all attribute values used in the model.

At the conclusion of work on Subtasks 1 and 2 of Task 2, Contractor shall meet with the NRC Project Officer to establish the attribute forms that will be used in Subtask 3 and to establish the scope and depth of Subtask 3. Contractor shall not proceed with Subtask 3 until authorized in writing by the NRC Project Officer.

Subtask 3: Sensitivity Analyses

The Contractor shall examine model output in response to changes in input. Output sensitivity to variations in individual parameters (attributes) and to variations in the relative magnitude of parameters shall be determined.

Subtask 4: Cost Analyses

The Contractor shall conduct a preliminary investigation to identify the costs to society resulting from nuclear power plant accidents. These costs shall include both direct costs such as repair of onsite facility damage and indirect costs such as a decline in real estate values in the vicinity of the power plant, or a decrease in disposable income due to increased electric power costs in the accident locality, or local business failures. After identifying the cost elements, the Contractor shall meet with the NRC staff to discuss

the completeness and validity of the set of identified cost elements. The duration of this subtask shall cover the time from contract award until completion of the subtask at the end of the eighth month.

TASK 3: System Integration

The Contractor shall develop an overall decision analytic method, incorporating value and cost considerations, to use in screening selected issues. The duration of this Task 3 shall include the total contract period of performance time, and the start of Task 3 is independent of the start, completion, or project approvals on Tasks 1 and 2. However, the quantitative priority scoring model proposed and developed by the Contractor under Tasks 1 and 2 will be integrated into the proposed decision process. The quantitative model will be only one of the tools used in a process that facilitates ranking the relative importance of issues. Some issues may involve objectives quite different from the reduction of risk from radiation exposure. The Contractor shall meet with the NRC staff for discussions at both preliminary and final stages of Contractor's development of the Task 3 overall decision process. The duration of this Task 3 shall include the total contract period of performance time.

TASK 4: Software and Instructions

The Contractor shall develop and deliver to NRC computer software for calculating priority scores using the proposed quantitative model. The software shall conform to Attachment 1 to this RFP, "Scientific Software and Submittal Requirements for NRC Contractors." Programs should at least provide for the computation to be done using a quantitative net benefit algorithm and benefit versus cost calculations that would be needed to prioritize issues to be considered. The Contractor shall demonstrate, in Bethesda NRC offices, operational capability of all delivered software. This demonstration of operational capability shall include:

- a. Solution of test cases developed by the Contractor.
- b. Briefing of NRC staff on user guidance, to include preparation of data input.
- c. Demonstration of the loading and operation of the software.

All documentation shall be consistent with ANSI Standard N-413 "Guidance for the Documentation of Digital Computer Programs." The Application Information (User's Guide) section of the documentation shall contain complete instructions for the use of software on NRC-accessible computers.

D. REPORTS, DOCUMENTATION, AND OTHER DELIVERABLE END ITEMS

The Contractor shall prepare and deliver the following:

1. Work Plan

The Contractor shall submit one (1) copy of a plan of work to the NRC Project Officer and the NRC Contracting Officer at an initial meeting

within two (2) weeks of the contract award. This plan shall establish and identify a set of project milestones and shall be accompanied by a brief narrative description.

2. Bi-monthly Progress Letters

Bi-monthly progress letters, in one (1) copy to the NRC Project Officer, the DEDROGR Staff Director, and the NRC Contracting Officer, shall be submitted within 15 days following each report period. The letter reports shall include, but not be limited to, the following:

- a. Projected and actual expenditures during the reporting period and cumulative to date.
- b. Brief description of the work accomplished in the period and projected activity for the next period.
- c. Preliminary or interim results, conclusions or trends or other items thought to be of interest to the NRC.
- d. Any problems or delays which may have been experienced or can be foreseen and specific recommendations for action to facilitate the execution of the contract work.

3. Draft and Final Report

- a. A draft version of the final report shall be submitted in five (5) copies to the NRC Project Officer and one (1) copy to the NRC Contracting Officer 60 days prior to the expiration date of the contract. The NRC will furnish its comments on the draft report no later than thirty (30) days prior to the expiration date of the contract.
- b. To assure that formal NRC contractor documents will carry the registered NRC designation "NUREG" as the prime identification, the final technical report listed below is to be documented, produced, and disseminated in accordance with NRC Manual Chapter 3202 which is part of this contract.

The contractor shall submit one camera-ready and 14 copies to the Project Officer and one copy to the Contracting Officer. The final report shall contain, as a minimum, the following:

1. User guidance and other documentation associated with the computer software of "Task 4 - Software and Instructions" shall be included in the final report, as well as a copy of the software developed.

2. An executive summary of not more than ten (10) pages in length.
3. A self-contained description of the analysis, assessment, and evaluation performed during the period of the report.
4. Conclusions, trends, recommendations and other items thought to be of interest to the NRC.

E. SCHEDULING

The following summarizes a schedule of expected project milestones and deliverable products. Some modification of the schedule may be proposed by an offeror with justification.

<u>Milestones and Products</u>	<u>Schedule</u>	(Calendar weeks after contract award)
1. Meeting with PO in Bethesda to submit and discuss work plan.	2	
2. NRC PO visits Contractor Offices	5	
3. Meeting in Bethesda to review and discuss preliminary results of Contractor work on Task 3, and the final results of Task 1.	13	
4. First bimonthly progress report due	17	
5. NRC PO visits Contractor offices	26	
6. Meeting in Bethesda to review and discuss results of Task 2, Subtasks 1 and 2	30	
7. Second bimonthly progress report due	30	
8. Meeting in Bethesda to review and discuss final results of Task 3	35	
9. Third bimonthly progress report due	35	
10. Draft user guidance submitted under Task 4. Preliminary demonstration of software using test problems, in Bethesda.	39	
11. Fourth (last) bimonthly progress report due	43	
12. Draft final report submitted to NRC PO	43	

- |  |    |
|--|----|
| 13. Final user guidance submitted under Task 4                               | 45 |
| 14. Task 4 final demonstration of software using test problems, in Bethesda. | 48 |
| 15. Final report submitted to NRC  | 52 |

F. MEETINGS AND TRAVEL

Key Contractor personnel will meet with the Project Officer at the NRC office in Bethesda, Maryland, to brief the Project Officer on contract progress, in accordance with the task descriptions above and as scheduled in Section E. Each meeting shall be approximately 3 hours in duration. The key contractor personnel will be required to attend a maximum of two (2) additional topical meetings in Bethesda, Maryland, as requested by the Project Officer.

G. REFERENCES

The following 3 references are attachments 9, 10, and 11 to this RFP.

Reference No. 1:

Regulatory Analysis Guidelines of the United States Nuclear Regulatory Commission, dated December 1982.

Reference No. 2:

Prioritization of Generic Safety Issues, dated November 10, 1982 (Draft).

Reference No. 3:

Letter Report "An Aid for Prioritizing NRC Efforts on Generic Tasks," by R. Brown, J. Ulvila, Decision Science Consortium, Inc., 7700 Leesburg Pike Falls Church, VA., June 1982.

Reference No. 4:

NUREG 0880 - "Safety Goals for Nuclear Power Plants: A Discussion Paper," February, 1982.

Single copies of the document (NUREG 0880) can be obtained by telephoning the NRC Publications Unit at (301) 492-4530 or writing to:

U. S. Nuclear Regulatory Commission  
ATTN: Sales Manager  
Publications Unit  
Washington, DC 20555

ARTICLE II - PERIOD OF PERFORMANCE

The performance of work described in ARTICLE I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, estimated to occur within \* months after said contract is effective.

ARTICLE III - CONSIDERATION AND PAYMENT (Incrementally Funded CPFF)

A. Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$ \* , of which the sum of \$ \* represents the estimated reimbursable costs, and of which \$ \* represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$ \* , of which \$ \* represents the estimated reimbursable costs, and of which \$ \* represents the fixed fee.
3. It is estimated that the amount currently allotted will cover performance of Phase 1 which is scheduled to be completed \* months from the effective date of the contract.

B. Payment

The Government shall render payment to the contractor in approximately thirty (30) days after submission of proper and correct invoices or vouchers.

Additional provisions relating to payment are contained in Clause 5.1-3 of the General Provisions hereto.

ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of \* percent of \*
- B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of \* percent of \*
- C. Notwithstanding A. and B. of this Article, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

\*To be incorporated into any resultant contract.

ARTICLE V - KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the contractor agrees to substitute persons possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer.

\*

ARTICLE VI - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE VII of this contract. 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, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
  2. Providing assistance to the contractor in the preparation of drawings, specifications or technical portions of the work description.
  3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the contract.
- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.
  2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
  3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
  4. Changes any of the expressed terms, conditions or specifications of the contract.

\*To be incorporated into any resultant contract.

- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

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

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 B(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

- D. 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.
- E. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

ARTICLE VII - PROJECT OFFICER

\* is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

\*To be incorporated into any resultant contract.

ARTICLE VIII - CONFLICT OF INTEREST

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

- (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relates to the work under this contract, and
- (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor as defined in 41 CFR 520-1.5402(f) in the activities covered by this article.

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this article. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

(d) Disclosure after award.

- (1) The contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR 520-1.5402(a).
- (2) The contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement shall include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information.

- (1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been

released to the public, the contractor agrees not to: (i) use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

- (2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this article, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "Contracting Officer," shall be appropriately modified to preserve the government's rights.

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

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

ARTICLE IX - TRAVEL REIMBURSEMENT

The contractor will be reimbursed for the following reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$ 1 . The per diem amount is comprised of lodging expense plus \$ 2 for meals and miscellaneous expense.
2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated:

Washington, DC: \$75.00

3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 3 per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.

- 1/ Current rate is \$50.00  
2/ Current rate is \$23.00  
3/ Current rate is 20¢

ARTICLE X - GENERAL PROVISIONS/ALTERATIONS

This contract is subject to the attached provisions of Appendix A, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 12/1/81.

The following Articles are added and made a part of the General Provisions:

5.8 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment to contractors of interest on overdue payment of the expiration invoice or improperly taken discounts.
- (b) Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.
- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

5.9 Payment Due Date

- (a) Payments under this contract will be due on 30 calendar days after the later of:
  - (1) The date of actual receipt of a proper invoice (original and 4 copies) to the U. S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM ACCOUNTS SECTION, Washington, DC 20555.
  - (2) The date the deliverable product(s)/services performed are accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur \* calendar day after the date of delivery of the deliverable product(s)/services performed in accordance with the terms of the contract.
- (c) The date of the check issued in payment shall be considered to be the date payment is made.

5.10 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to the U. S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM ACCOUNTS SECTION, Washington, DC 20555. To con-

\*Contracting Officer shall fill in the appropriate number of days.

stitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract.

PART IV

LIST OF ATTACHMENTS

Scientific Software and Submittal Requirements for NRC Contractors	Attachment <u>1</u>
NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)	Attachment <u>2</u>
NRC Organization Chart	Attachment <u>3</u>
Optional Form 60	Attachment <u>4</u>
Proposal Summary and Data Sheet	Attachment <u>5</u>
General Provisions	Attachment <u>6</u>
NRC Manual Chapter 3202	Attachment <u>7</u>
Billing Instructions for NRC Cost Type Contracts	Attachment <u>8</u>
References 1-3	Attachments <u>9-11</u>

## ATTACHMENT 1

### Office of Resource Management Division of Data Automation and Management Information

#### Scientific Software Development and Submittal Requirements for NRC Contractors

This document provides requirements for contractors developing scientific software for the Nuclear Regulatory Commission (NRC). Its purpose is to assure that any such software can be readily implemented and used by staff at NRC headquarters and can, if required, be easily disseminated through the National Energy Software Center or transferred to other data processing sites. This implies the use of standard software packages, programming languages, and compilers as well as adherence to good programming and documentation practices.

Sections 1-3 below provide requirements for programming languages and practices, use of software packages, and program documentation. Appendix A "NRC Scientific Software Submittal Instructions" describes a standard submittal package to be used by contractors in transmitting completed codes to the NRC. The purpose of the standard submittal package is to facilitate future code installation at NRC- or applicant-accessible computer facilities. All requested information must be supplied, even if the contractors themselves are performing the code installation on NRC-accessible computer facilities.

#### 1. Programming Language and Programming Practices

All new programs developed or converted for NRC shall be written in American National Standards (ANS) FORTRAN (ANSI Standard X3.9-1978) unless justified and cleared in advance by NRC, including concurrence by the NRC Division of Data Automation and Management Information. In accordance with good programming practices, we recommend use of structured design principles, meaningful variable names, and modularity to enhance code transportability, readability, and maintenance. It is imperative that all major variables and program logic structure be clearly described through liberal use of comments in the code.

#### 2. Software Packages

Proprietary software packages should be avoided except where a standard readily available packages exist and are available for use at NRC-accessible computer facilities. Machine-dependent and installation-specific packages and features including assembly language should not be used unless justified and cleared in advance by NRC, including concurrence by the NRC Division of Data Automation and Management Information.

Programs which generate plots must do so using the Display Integrated Software System and Plotting Language (DISSPLA) or CALCOMP plot software (DISSPLA is standard at all DOE laboratories).

### 3. Program Documentation

All scientific computer codes shall be documented in conformance with ANSI standard N-413, "Guidelines for Documentation of Digital Computer Programs." This standard is specifically oriented toward computer programs prepared for scientific and engineering computations. The major documentation requirements included in the standard are:

- a) Computer Program Abstract
- b) Application Information (User's Guide)
- c) Problem or Function Definition (Theoretical Development)
- d) Programming Information (Programmer's Guide)

A copy of this standard may be obtained for \$8.50 plus \$2.00 shipping and handling from:

The American National Standards Institute  
1430 Broadway  
New York, New York 10018  
ATTN: Sales Department

In addition to or instead of conforming to ANSI Standard N-413, documentation for large codes or complex systems may be required to conform to FIPS Pub 38 (02/12/78), "Documentation of Computer Programs and Automated Systems." Applicability of FIPS Pub 38 will be determined by the Office of Resource Management, Division of Data Automation and Management Information in consultation with the NRC Project Manager. Specific documentation requirements under FIPS Pub 38 shall be decided at the discretion of the NRC Project Manager depending on project size and complexity.

Each program developed for the Nuclear Regulatory Commission should include the following program title block and disclaimer in the main program:

Program Title:

Developed for: U.S. Nuclear Regulatory Commission  
Office of (fill in NRC Office)  
Division of (fill in NRC Division)

Date:

NRC Contact(s):

Phone:

Code Developer:

Phone:

This program was prepared for an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any portion of this program or represents that its use by such third party would not infringe privately owned rights.

## APPENDIX A

### NRC Scientific Software Submittal Instructions

For each scientific code to be submitted to the NRC, prepare a submittal package consisting of the following items:

1. "Federal Information Processing Standard Software Summary," (Standard Form 185, attached with instruction sheet).
2. Documentation prepared according to contract requirements. This usually includes a user's guide, theoretical description, and programming information per ANSI Standard N-413-1974, "Guidelines for the Documentation of Digital Computer Programs."
3. The source program on cards or tape.
4. Sample problem input on cards or tape.
5. Compilation of the source program (item 3).
6. Listing of the sample problem input (item 4).
7. Output from an execution of the sample problem input, item 4, using the source code provided in item 3, including plots, if any.
8. Data libraries, control information (e.g., JCL), and any other special data or information necessary to run the code.
9. For tape submittals:
  - 9.1 A copy of the job(s) that created the tape(s).
  - 9.2 One completed copy of NRC Tape Description Form (attached). If possible, submit tapes with the following format: 9 track, 1600 bpi, unlabeled, in EBCDIC character format with fixed length blocked or unblocked records.
10. Code portability information:
  - 10.1 Provide the name and description of required system library routines not included with the submittal, and indicate where these routine are called (subroutine name, line).
  - 10.2 Provide name and description of required FORTRAN library routines (internal or external) which may differ between mainframes, and indicate where these routines are called (subroutine name, line).

- 10.3 Describe any special compiler or loader options used, such as:
- Core preset to zero or other values (CDC PRESET=ZERO)
  - Compiler optimization Level
  - Rounding or truncation options
  - Overlay structure
- 10.4 Provide information on core storage and execution time:
- Core storage required to execute sample problem
  - Special core or auxiliary storage requirements for loading or executing
  - Instructions for increasing or decreasing core storage requirements by adjusting array dimensions
  - Estimates of relation of execution time to critical input parameters
- 10.5 Identify all input and output units and their purpose. List locations of all end-of-file tests.

## FEDERAL INFORMATION PROCESSING STANDARD SOFTWARE SUMMARY

01. Summary date Yr. Mo. Day			02. Summary prepared by (Name and Phone)			03. Summary action New - Replacement Deletion <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
04. Software date Yr. Mo. Day			05. Software title			Previous Internal Software ID		
06. Short title						07. Internal Software ID		
08. Software type		09. Processing mode		10. Application area				
<input type="checkbox"/> Automated Data System <input type="checkbox"/> Computer Program <input type="checkbox"/> Subroutine/Module		<input type="checkbox"/> Interactive <input type="checkbox"/> Batch <input type="checkbox"/> Combination		<u>General</u> <input type="checkbox"/> Computer Systems Support/Utility <input type="checkbox"/> Scientific/Engineering <input type="checkbox"/> Bibliographic/Textual		<u>Specific</u> <input type="checkbox"/> Management/Business <input type="checkbox"/> Process Control <input type="checkbox"/> Other		
11. Submitting organization and address					12. Technical contact(s) and phone			
13. Narrative								
14. Keywords								
15. Computer manuf'r and model		16. Computer operating system		17. Programming language(s)		18. Number of source program statements		
19. Computer memory requirements		20. Tape drives		21. Disk/Drum units		22. Terminals		
23. Other operational requirements								
24. Software availability				25. Documentation availability				
Available <input type="checkbox"/>		Limited <input type="checkbox"/>		Available <input type="checkbox"/>		Inadequate <input type="checkbox"/>		In-house only <input type="checkbox"/>
In-house only <input type="checkbox"/>								
26. FOR SUBMITTING ORGANIZATION USE								

## INSTRUCTIONS

01. **Summary Date.** Enter date summary prepared. Use Year, Month, Day format: YYMMDD.
02. **Summary Prepared By.** Enter name and phone number (including area code) of individual who prepared this summary.
03. **Summary Action.** Mark the appropriate box for new summary, replacement summary or deletion of summary. If this software summary is a replacement, enter under "Previous Internal Software ID" the internal software identification as reported in item 07 of the original summary, and enter the new internal software identification in item 07 of this form; complete all other items as for a new summary. If a software summary is to be deleted, enter under "Previous Internal Software ID" the internal software identification as reported in item 07 of the original summary, complete only items 01, 02, 03 and 11 on this form.
04. **Software Date.** Enter date software was completed or first updated. Use Year, Month, Day format: YYMMDD.
05. **Software Title.** Make title as descriptive as possible.
06. **Short Title.** (Optional) Enter commonly used abbreviation or acronym which identifies the software.
07. **Internal Software ID.** Enter a unique identification number or code.
08. **Software Type.** Mark the appropriate box for an Automated Data System (set of computer programs), Computer Program, or Subroutine/Module, whichever best describes the software.
09. **Processing mode.** Mark the appropriate box for an Interactive, Batch, or Combination mode, whichever best describes the software.
10. **Application Area.**  
 General: Mark the appropriate box which best describes the general area of application from among:  

Computer Systems Support/Utility	Process Control
Management/Business	Bibliographic/Textual
Scientific/Engineering	Other

 Specific: Specify the sub-area of application; e.g.: "COBOL optimizer" if the general area is "Computer Systems Support/Utility"; "Payroll" if the general area is "Management/Business"; etc. Elaborate here if the general area is "Other."
11. **Submitting Organization and Address.** Identify the organization responsible for the software as completely as possible, to the Branch or Division level, but including Agency, Department (Bureau/Administration), Service, Corporation, Commission, or Council. Fill in complete mailing address, including mail code, street address, city, state, and ZIP code.
12. **Technical Contact(s) and Phone.** Enter person(s) or office(s) to be contacted for technical information on subject matter and/or operational aspects of software. Include telephone area code. Provide organization name and mailing address, if different from that in item 11.
13. **Narrative.** Describe concisely the problem addressed and methods of solution. Include significant factors such as special operating system modifications, security concerns, relationships to other software, input and output media, virtual memory requirements, and unique hardware features. Cite references, if appropriate.
14. **Keywords.** List significant words or phrases which reflect the functions, applications and features of the software. Separate entries with semicolons.
15. **Computer Manufacturer and Model.** Identify mainframe computer(s) on which software is operational.
16. **Computer Operating System.** Enter name, number, and release under which software is operating. Identify enhancements in the Narrative (item 13).
17. **Programming Language(s).** Identify the language(s) in which the software is written, including version; e.g., ANSI COBOL, FORTRAN V, SIMSCRIPT II.5, SLEUTH II.
18. **Number of Source Program Statements.** Include statements in this software, separate macros, called subroutines, etc.
19. **Computer Memory Requirements.** Enter minimum internal memory necessary to execute software, exclusive of memory required for the operating system. Specify words, bytes, characters, etc., and number of bits per unit. Identify virtual memory requirements in the Narrative (item 13).
20. **Tape Drives.** Identify number needed to operate software. Specify, if critical, manufacturer, model, tracks, recording density, etc.
21. **Disk/Drum Units.** Identify number and size (in same units as "Memory"-item 19) needed to operate software. Specify, if critical, manufacturer, model, etc.
22. **Terminals.** Identify number of terminals required. Specify, if critical, type, speed, character set, screen/line size, etc.
23. **Other Operational Requirements.** Identify peripheral devices, support software, or related equipment not indicated above, e.g., optical character devices, facsimile, computer-output microfilm, graphic plotters.
24. **Software Availability.** Mark the appropriate box which best describes the software availability from among: Available to the Public, Limited Availability (e.g.: for government use only), and For In-house Use Only. If the software is "Available", include a mail or phone contact point, as well as the price and form in which the software is available, if possible.
25. **Documentation Availability.** Mark the appropriate box which best describes the documentation availability from among: Available to the Public, Inadequate for Distribution, and For In-house Use Only. If documentation is "Available", include a mail or phone contact point, as well as the price and form in which the documentation is available, if possible. If documentation is presently "Inadequate", show the expected availability date.
26. **For Submitting Organization Use.** This area is provided for the use of the organization submitting this summary. It may contain any information deemed useful for internal operation.

## NRC Tape Description Form

1. Reel identification:

2. Manufacturer and model identification of machine on which the tape was created:

3. Computer word-length in bits:

4. Recording:

Density:

7-track

200 bpi

800 bpi

9-track

556 bpi

1600 bpi

5. Internal tape label:

No label

IBM 360/370 standard label

Other (please define):

6. Number of physical files on tape:

(If an IBM 360/370 standard label tape, the number of physical files is three times the number of data files.)

7. Specify for each data file on the tape the following information:

File No.	Parity (Odd or even)	Character Code (BCD, EBCDIC, ASCII, binary, other*)	IBM 360/370 Tapes			Other Tapes				
			RECFM	LRECL	IBLKSIZE	Fixed Length Records		Variable Length Records		
						Logical Record Length	Blocking Factor	Max. Record Length**	No. of Records	

\*Define other, if used.

\*\*Specify in units of longitudinal tape characters.

## PART 20-1 -- GENERAL

## Subpart 20-1.54--Contractor Organizational Conflicts of Interest

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

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

## §20-1.5401 Scope and Policy

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

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

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

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

#### §20-1.5402 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### §20-1.5404 Representation

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

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

## ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

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

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

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

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

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

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

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

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) Is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

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

(2) The contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement shall include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the government.

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

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such information has previously been released to the public by the NRC."

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

(3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

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

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

#### § 20-1.5405-2 Special contract provisions.

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

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

(2) Software exclusion clauses;

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

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

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

(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

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

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

#### § 20-1.5406 Evaluation, findings, and contract award

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

(a) Disqualify the offeror from award,

- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of § 20-1.5411.

§ 20-1.5407 Conflicts identified after award.

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

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

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

§ 20-1.5411 Waiver

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

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

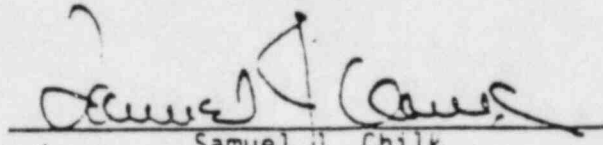
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and
- (3) contractual and/or technical review and supervision methods can be employed by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

§20-1.5412 Remedies

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

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

For the Nuclear Regulatory Commission



Samuel J. Chilk  
Secretary of the Commission





PROPOSAL SUMMARY AND DATA SHEET

RFP NO.

Official Name and Address of Offeror

PLACE OF PERFORMANCE (City, County, and State)

TOTAL ESTIMATED TIME REQUIRED TO COMPLETE THE PROJECT	TOTAL ESTIMATED COSTS	1ST YEAR (Detailed budget required)	4TH YEAR
		2ND YEAR	5TH YEAR
		3RD YEAR	

TYPE OF CONTRACT PROPOSED

- COST REIMBURSEMENT     
  COST SHARING     
  COST-PLUS-FIXED FEE     
  FIXED PRICE  
 OTHER

NAME OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE AND SIGN CONTRACTS	TITLE	TELEPHONE NUMBER

NAME OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE AND SIGN CONTRACTS	TITLE	TELEPHONE NUMBER

NUMBER OF EMPLOYEES CURRENTLY EMPLOYED	DOLLAR VOLUME OF BUSINESS PER ANNUM
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Acceptance Period - The offeror agrees to allow \_\_\_\_\_ days from the date of this proposal for acceptance thereof by the Government (90 days, if not otherwise specified).

NAME AND ADDRESS OF COGNIZANT GOVERNMENT AUDIT AGENCY

Project Director	TELEPHONE NUMBER	ESTIMATED HOURS WEEKLY
Co-Project Directors	TELEPHONE NUMBER	ESTIMATED HOURS WEEKLY

