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B.1 The contractor shall provide a study of the future nuclear safety research program by the National Research Council in accordance with Section C.

Total Estimated Cost: \$200,658

B.2 Remittance Address

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

Name:	 	
Address:	 	
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Section C - Statement of Work

- C.1 The fundamental objective of the proposed study will be to develop principles for the design of future federal research program on the safety of nuclear power generation. To meet this objective, the committee will conduct a one-year study that will address the following questions:
 - (1) What can be said at present about the information needs that will be confronted by those who regulate nuclear power in the 1980's and 1990's that can be met, in part, through new research?
 - (2) What are the alternative mechanisms for producing these research results and the relevant strengths and limitations of each? Among alternative mechanisms to be considered are private sector research efforts and two patterns of federal support: a broad-based effort aimed at classes of safety issues and a strategy of addressing each new safety question as it arises.
 - (3) What, if any, advantages accrue from federal support of undirected research in nuclear safety, including replenishing the pool of scientific talent available to address specific problems as they arise?
 - (4) What are the implications of the findings for questions 1 3 above for the scope, structure, and coverage of the federal safety research program, given current statutory requirements?
- C.2 The proposed study committee will consist of approximately 15 nationally recognized experts in directly relevant fields selected by the National Research Council. Members will be selected to provide a balance of expertise in the basic sciences and technology, nuclear safety, research

administration, and regulatory decision making to enable the committee to fulfill the objective described above. The study committee will review and evaluate the preliminary report NRC Research Program Support, examine the report's thesis that the effective resolution of safety issues arising during the operation of nuclear power reactors requires continuing support from a broad-based federal research program, and assess the report's specification of six areas of emphasis in federally-supported research.

The committee will also take steps to familiarize itself with the relation between federal research, private research, and regulatory decision making for selected other technological risks in order to assess whether any lessons can be translated to the case of nuclear safety.

The study committee will not undertake to assess currently sponsored projects.

- Section D Packaging and Marking
- Section E Inspection and Acceptance
- Section F Deliveries and Performance
- F.1 Reports, Documentation and Other Deliverable End Items

The contractor shall submit five copies of the final report to the Project Officer and one copy to the Contract Administrator, Division of Contracts by the end date of the contract. The contractor may use their standard format for preparing technical reports.

An interim report setting forth preliminary findings to the maximum extent possible must be submitted to the Project Officer and Contract Administrator within eight months from the effective date of the contract. β

F.2 Duration of Contract Period

This contract shall become effective on either the date of award or the effective date as otherwise specified, and shall continue one year thereafter.

Section G - Contract Administration Data

G.1 Consideration

Estimated Cost and Obligation

- 1. It is estimated that the total cost to the Government for full performance of this contract will be \$200,658.
- Total funds currently available for payment and allotted to this contract are \$50,000.

G.2 Overhead/General and Administrative Rates

A. The contractor shall be reimbursed for allowable fringe benefits costs hereunder at the fixed rate of the contractor's FY 1985.

Pending the establishment of final FY 1986 fringe benefits rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable fringe benefits costs hereunder at the provisional rate of the of salaries and wages.

B. The contractor shall be reimbursed for allowable overhead costs hereunder at the fixed rate of for the contractor's FY 1985.

Pending the establishment of final FY 1986 overhead rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable overhead costs hereunder at the provisional rate of total direct labor costs.

C. The contractor shall be reimbursed for allowable general and administrative costs hereunder at the fixed rate of the contractor's FY 85.

Pending the establishment of final FY 86 general and administrative rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable overhead costs hereunder at the provisional rate of total direct and indirect costs.

G.3 Technical Direction

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.5 of this contract. The term "Technical Direction" is defined to include the following:
 - 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.
 - Providing assistance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
- 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:
 - Constitutes an assignment of additional work outside the general scope of the contract.
 - Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."

- Constitutes an assignment of additional work outside the general scope of the contract.
- 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 jotal estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- Changes any of the expressed terms, conditions or specifications of the 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."

G.4 Project Officer

A. The individual(s) listed in "B" below is (are) 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

(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.

B. Name and Mail Code: Office Address: Charles Kelber Mail Stop 1130-SS Office of Nuclear Regulatory Research Washington, DC 20555

Telephone Number:

G.5 Travel Reimbursement

1. Total expenditure for domestic travel shall not exceed \$37,200 without the prior approval of the Contracting Officer. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract in accordance with the Contractor's approved travel policy on file with the NRC.

(301) 427-4338

- 2. The cost of travel by privately owned automobile shall be reimbursed at the mileage rate prescribed by the Contractor's established, generally applicable travel policy; <u>provided</u>, however, that such reimbursement shall not exceed the cost of less than first-class travel by common carrier.
- 3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis that does not exceed the rates prescribed by the Contractor's established, generally applicable travel policy.
- 4. 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 without Contracting Officer approval.
- 5. Reasonable actual costs of lodging and subsistence, or per diem in lieu of actual costs, shall be allowable to the extent that such

actual costs or per diem amounts do not exceed the amounts of per diem rates prescribed by the Contractor's established, generally applicable travel policy.

- Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$25.00.
- 7. Any revision to the Contractor's established, generally applicable travel policy approved by the cognizant audit agency during the period of performance of this contract shall be effective, without formal modification to this contract, upon delivery to the Contracting Officer of a copy of such revised policy together with evidence of cognizant audit agency approval thereof.

G.6 Payment Due Date

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- (a) Payments under this contract will be due 30 calendar days after the later of:
 - The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission Division of Accounting and Finance Office of Resource Management ATTN: GOV/COM Accounts Section Washington, D.C. 20555

or

- (2) The date the final deliverable product/service is 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 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.
- (c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this caluse will apply to the new delivery of the final product/service.
- (d) The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.7 Invoice Reguirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission Division of Accounting and Finance Office of Resource Management ATTN: GOV/COM Accounts Section Washington, D.C. 20555.

To constitute 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.

G.8 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 18J1) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on overdue payments of the expiration invoice or improperly taken discounts.
- (b) Determinations 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, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

Except that the foregoing shall not be deemed to include minutes of committee meetings, vote tallies, working papers, notes, and other records of committee deliberations which are considered privileged items by the contractor and not subject to dissemination outside the contractor's organization. However, these privileged items shall be available to the Government upon reasonable notice for governmental purpose and use. The Government shall respect any degree of confidentiality placed upon such terms by the contractor to the Government consistent with the right of the Government to use these items for Governmental purposes.

H.5 Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

Any data furnished to the contractor which is otherwise exempt from disclosure to the public or any data which has not been released shall be properly marked and include restrictions on use of such information.

H.6 <u>Contractor Organizational Conflicts of Interest</u> (OMB Clearance Number 3150-0112)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) Is not placed on 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 forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees 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:

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

(11) 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:

- (111) 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 prescriptions 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.

H.7 Method of Payment

- (a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.
- (b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution

has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

- 1. Name and address of organization
- 2. Contact person and telephone number
- 3. Name and address of financial institution
- Financial institutions's 9-digit ABA identifying number for routing transfer of funds
- 5. Telegraphic abbreviation of financial institution
- Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
- Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
- 8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
- 9. Telegraphic abbreviation of correspondent financial institution
- 10. Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (APR 1984)

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

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

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

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

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

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

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

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

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

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

(End of clause) (R 7-203.27 1967 JUN)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (APR 1984)

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

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

Section E

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT. (APR 1984)

Section F

52.212-13 STOP-WORK ORDER. -- Alternate 1 (APR 1984)

Section I

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	52.203-3	CDATUITICS (ADD 1084)
	52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1904)
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	52.215-0	DICADUANTAGED RUSINESS CONCERNS. (APR 1904)
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	52.222-3	CONVICT LABOR. (APR 1984)
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	52.228-7	INSURANCE LIABILITY TO THIRD PERSONS. (ADD 1984)
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	52.230-4	ADMINISTRATION OF COST ACCOUNTING STANDARDS.
	52.230-5	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES.
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	52.232-23	ASSIGNMENT OF CLAIMS. (APR 1984)
	52.233-1	OTCOUTES (ADD 1984)
	52.233-1	NOTICE OF INTENT TO DISALLOW CUSIS. (APR 1904)
	52.242-1	PRODUCTION PROGRESS REPORTS. (APR 1984) Alternate I. (APR
	52.242-2	
	52.243-2	
		1984) SUBCONTRACTS UNDER COST-REIMBURSEMENT AND LETTER CONTRACTS.
	52.244-2	SUBCONTRACTS UNDER COST-REIMBORSCHERT HAD DET
		(APR 1984)
	52.244-5	COMPETITION IN SUBCONTRACTING. (APR 1984)
	52.247-63	PREFERENCE FOD IL C FLAG ALK LAKKIEKS, LAFA 1904/
	52.249-5	TERMINATION EOD CONVENTENCE UP THE GUVERNILLIT (LOOOTTE
	SELETS S	AND OTHER NONPROFIT INSTITUTIONS). (APR 1904)
	52.249-14	FXCUSABLE DELAYS. (APR 1984)
	52.203-5	ACARDOT CONTINCENT LEEN
	52.203-5	

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PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

Attachment Number	Title
1	NRC Organization Chart
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	Standard Form 1411 with Instructions
4	Billing Instructions