

11/18 MS

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<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF 1   69 PAGES	
2. CONTRACT NO. <b>NRC-02-98-005</b>		3. SOLICITATION NO. <b>RS-NMS-97-007</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management, MS-T-7-12 Washington, DC 20555		CODE		6. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Hand-carried offers (inc. Exp. Mail & Delivery serv. must be delivered to the address in Item 9.		6. REQUISITION/PURCHASE NO. <b>RS-NMS-95-009</b>	

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 3:30pm local time September 9, 1997.  
See Section L. (Date) (Hour)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: --> A. NAME **Sharlene McCubbin** B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) **(301)415-6565**

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D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
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G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD	
H	SPECIAL CONTRACT REQUIREMENTS				

**OFFER (Must be fully completed by offeror)**

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR: CODE **TU567** FACILITY **111567**  
**Science and Engineering Assoc., Inc.**  
**6100 Uptown Blvd. NE, Suite 700**  
**Albuquerque, NM 87110**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  
**Shlene R. Colina**  
**Shlene R. Colina,**  
**Sr. Contract Administrator**

17a. TELEPHONE NO. (Include area code) **(505) 884-2300** 17c. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. ☐ 17. SIGNATURE **Shlene R. Colina** 18. OFFER DATE **9 Sep 97**

**AWARD (To be completed by Government)**

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  
☐ 10 USC 2304(c)( ) ☐ 41 USC 251(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (copies unless otherwise specified)--> ITEM

24. ADMINISTERED BY (if other than Item 7) CODE  25. PAYMENT WILL BE MADE BY CODE   
**Division of Accounting & Finance**  
**GOV/COM Accounting Section**

See Section G.7

26. NAME OF CONTRACTING OFFICER (type or print) **150039** 27. UNITED STATES OF AMERICA 28. AWARD DATE **11/18/97**  
**(Signature of Contracting Officer)**

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

NSN 7540-01-152-8064  
PREVIOUS EDITION NOT USABLE

33-134

STANDARD FORM 33 (REV. 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

9711200079 971118  
PDR CONTR  
NRC-02-98-005 PDR



DF029/

The U.S. NRC hereby accepts SEA's offer dated September 9, 1997 to conduct the physical protection (PP) work defined in RFP No. RS-NMS-97-007. The following sections of the Request for Proposal are hereby completed as a result of this award:

1. Section B.3 is hereby deleted and replaced in its entirety as follows:

- "(a) The total estimated amount of this contract ceiling for the products/services ordered, delivered, and accepted under the base year of this contract is \$222,465.00
- (b) The total estimated amount of this contract ceiling for the products/services ordered, delivered, and accepted under the first option year of this contract is \$228,569.00.
- (c) The total estimated amount of this contract ceiling for the products/services ordered, delivered, and accepted under the second option year of this contract is \$234,948.00.
- (d) The total estimated amount of this contract ceiling for the products/services ordered, delivered, and accepted under the third option year of this contract is \$241,618.00.
- (e) The total estimated amount of this contract ceiling for the products/services ordered, delivered, and accepted under the fourth option year of this contract is \$248,584.00."
- (f) The Contracting Officer will obligate funds on each task order issued.
- (g) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

2. Under Section C.4, the following Subtasks are hereby deleted from the Statement of Work:

Subtask A.2	Document Analysis (MC&A)
Subtask B.2	Document Development (MC&A)
Subtask C.2	Training Programs (MC&A)

3. Under Section C.8, the Technical Monitor is revised as follows:

Delete "Joseph Olencz"  
Replace with "Mike Warren"



4. Section F.6 is deleted and replaced as follows:

"The ordering period for this contract shall commence on November 18, 1997 and will expire on November 17, 1998. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four one-year options."

5. Section G.1, Project Officer Authority, is hereby revised to show the following:

"Donna Umbel, Contracting Officer  
U.S. Nuclear Regulatory Commission  
PMPDAS, NMSS, Mail Stop - TWFN 8-A-23  
Washington, DC 20555

Phone Number (301) 415-7819"

6. Under Section G.3, Indirect Cost Rates, the following rates are hereby incorporated into the contract:

ONSITE-OVERHEAD -	51.20%
M&S-OVERHEAD -	1.80%
FRINGE BENEFITS -	7.10%
G&A -	11.90%
COST OF MONEY	.00680%

7. Section G.6, Ordering Procedures, is hereby deleted in its entirety.

8. Section H.2, Key Personnel, is hereby revised to add the key personnel names as follows:

Dr. Wonder	r. Dube
Ms. Biringer	Ms. Comes
Dr. Hockert	

9. Section I.2, Ordering, paragraph (a), last sentence is completed as follows:

"Such orders may be issued from the effective date of this contract through November 17, 1998."

The following accounting data will be provided on a task order basis as it applies to a specific task order:

APPN No.:	31X0200	31X0200	31X0200
B&R No.:	75060815300	75060815000	7506015100
JCN No.:	J5191 (Russia)	J5192 (Ukraine)	J5193 (Kazakstan)
FFS No.:	5097R066	5097R066	5097R066

OBLIGATION:	N/A*	N/A	N/A
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\*Will be completed on an individual task order basis.

All other terms and conditions remain the same.



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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 PROJECT TITLE

The title of this project is as follows:

Support to the Former Soviet Union (FSU) Republics  
for Activities Under the Cooperative Threat  
Reduction (CTR) Program and Lisbon Initiative

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)  
ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The objective of this procurement is to provide assistance to the Regulatory and International Safeguards Branch, Division of Fuel Cycle Safety and Safeguards, NMSS, for activities identified in the former Soviet Union Republics (FSU) program plans related to regulatory development of material control and accounting (MC&A) and physical protection programs for the FSU republics.

Work related to regulatory development shall include developing, reviewing, or analyzing regulations, guidance documents, licensing and inspection procedures, and facility plans; developing and conducting training programs; participating in and evaluating facilities, facility inspections, and site surveys; developing and evaluating training programs; participating in familiarization and accompaniment visits and other activities related to regulatory development; and administrative support for meetings and foreign visitor travel. As the program evolves and as other regulatory development needs are identified, contractor assistance may also be required to support those activities.

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

[End of Clause]

## B.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \_\_\_\_\*. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The Contracting Officer will obligate funds on each task order issued.
- (c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

[End of Clause]

\*To be incorporated into any resultant contract

## SECTION C - DESCRIPTION/SPECIFICATIONS, & STATEMENT

### C.1 STATEMENT OF WORK

### C.2 BACKGROUND

Under the aegis of the U.S. initiative for nuclear weapons safety, security, and dismantlement known as the Cooperative Threat Reduction (CTR) Program, the U.S. Department of Energy (DOE) and the U.S. Nuclear Regulatory Commission (NRC) are engaged in establishing bilateral technical assistance programs with the former Soviet Union Republics (FSU) in the nuclear material safeguards areas of material control and accounting (MC&A) and physical protection. In addition, NRC technical assistance to Russia and Ukraine is being carried out under the Lisbon Nuclear Safety Initiative, by interagency agreement with the Agency for International Development (AID) for complementing the nuclear safety regulation element of the Lisbon Initiatives.

NRC's activities under the CTR Program is supported by funds authorized by Congress in the Soviet Nuclear Threat Reduction Act of 1991 (Nunn-Lugar) and successor legislation such as the Freedom Support Act of 1992. CTR funding has been provided to NRC by the Department of Defense through the Defense Special Weapons Agency (DSWA) (formerly known as the Defense Nuclear Agency (DNA)). NRC's activities under the Lisbon Initiatives are supported by Agency for International Development (AID) funds authorized by Congress under the Foreign Assistance Act.

NRC is responsible for providing technical assistance in developing and implementing regulatory development programs for the safeguarding of nuclear material. Program plans have been developed (to accommodate external funding agencies or for internal NRC use) that identify proposed projects to be carried out in cooperation with the respective nuclear organizations in Russia, Ukraine, and Kazakhstan, subject to their approval.

### C.3 OBJECTIVE

The objective of U.S. assistance to the FSU republics under the CTR Program and the Lisbon Initiatives is to improve their capabilities to effectively safeguard nuclear material. Formal regulatory programs for safeguarding nuclear material for these FSU republics are either nonexistent or, in some cases, in need of significant upgrade. Officials from Russia, Ukraine, and Kazakhstan have acknowledged serious deficiencies in staffing and technical resources for their regulatory programs, and they have requested U.S. assistance in developing these programs. Effective MC&A and physical protection are critical to safeguarding



**C.3 (Continued)**

strategic nuclear materials in support of nonproliferation goals. In the interest of nonproliferation, improvements are needed in national regulatory oversight to ensure nuclear materials in these FSU republics are effectively protected.

The objective of this procurement is to provide assistance, as requested, to the Regulatory and International Safeguards Branch, Division of Fuel Cycle Safety and Safeguards, NMSS, for jointly agreed-upon activities related to regulatory development of MC&A and/or physical protection programs within the FSU republics. The contractor must be capable of performing work in the area of MC&A or physical protection or both areas.

Work related to regulatory development shall include developing, reviewing, or analyzing regulations, guidance documents, licensing and inspection procedures, and facility plans; developing and conducting training programs; participating in and evaluating facilities, facility inspections, and site surveys; participating in familiarization and accompaniment visits and other activities related to regulatory development; and administrative support for meetings and foreign visitor travel. It should be noted that not all anticipated future support activities have been defined at this time. Therefore, only potential activities that may require contractor support are being identified. As the program evolves and as other regulatory development needs are identified, contractor assistance may also be required to support those activities.

**C.4 SCOPE OF WORK**

Thorough and in-depth technical working knowledge of and experience with MC&A processes and methodologies and/or physical protection programs are required to perform work under this contract. The contractor shall have a thorough understanding of NRC's regulatory process, regulations, guidance documents, licensing procedures, and inspection process and procedures. In addition, expertise is needed in the application, implementation and interpretation of NRC's regulations, guidance documents, and licensing and inspection practices. Capability and experience with foreign travel to conduct meetings and assist in NRC accompaniments of FSU inspections of FSU facilities is highly desirable. Expertise is also required to perform technical analysis of related-NRC documents, as well as analysis of FSU republic's programs, practices, regulations, and guidance documents to provide a comparison and identify and recommend areas of improvements.

In some instances, activities identified for completion are on the critical path and must be completed before other activities can be performed. Therefore, attention must be given to meeting the completion date for those activities, in addition to allowing time

## C.4 (Continued)

for translation of certain documents into the appropriate foreign language. NRC will be responsible for translating documents into the appropriate foreign language, unless stated otherwise.

When requested, the contractor shall have the capability to provide the following types of assistance in the area of MC&A and/or physical protection:

## Task A

## Subtask A.1 DOCUMENT ANALYSIS (Physical Protection)

Perform analyses of (1) existing or draft FSU republics' physical protection regulations (or equivalent documents); (2) guidance documents (or equivalent), or (3) facility plans submitted to FSU regulators by their respective nuclear facilities.

1. Review of physical protection regulations are generally conducted by comparison of the document(s) to equivalent NRC and International Atomic Energy Agency (IAEA) documents, such as 10 CFR Part 73 and INFCIRC 225, respectively. Results of the review are presented to NRC staff through the development of both viewgraphs and a report, which respectively provide a summary and detail of the analysis findings and recommendations to the FSU regulators. After NRC review and approval, NRC may request the assistance of the contractor to present findings and recommendations to the regulators of the FSU country either in the U.S. or in the FSU country. In addition, based on the previous review of documents for an FSU regulator, or as a result of discussions with and/or additional information provided by an FSU regulator, the contractor shall have the capability to suggest additional physical protection-related areas for consideration for which regulatory documents could be prepared by the FSU regulators. This may include the provision of an outline to the FSU regulator for the regulator's consideration during his development of the document.

2. Review of physical protection guidance documents are generally conducted by comparison of the document(s) to equivalent NRC and/or other equivalent organizations documents, such as NRC NUREGs and Regulatory Guides. Results of the review are presented to NRC staff through the development of both viewgraphs and a report, which respectively provide a summary and detail of the analysis findings and recommendations to the FSU regulators. After NRC review and approval, NRC may request the assistance of the contractor to present findings and recommendations to the regulators of the FSU country either in the U.S. or in the FSU country. In addition, based on the previous review of guidance documents for an FSU regulator, or as a result of discussions with and/or additional information provided by an FSU regulator, the contractor should have the capability to suggest additional



## C.4 (Continued)

physical protection-related areas for consideration for which guidance documents could be prepared by the FSU regulators. This may include the provision of an outline to the FSU regulator for the regulator's consideration during his development of the guidance document.

3. Review of physical protection facility plans are generally conducted by comparing the contents of the plan to the appropriate FSU or NRC standard review plan guidance document. (It is possible that the contractor will be requested to visit the facility that developed the plan to become acquainted with the facility's operations, layout, and physical protection practices.)

Results of the review are presented to NRC staff through the development of both viewgraphs and a report, which respectively provide a summary and detail of the analysis findings and recommendations to the FSU regulators. After NRC review and approval, NRC may request the assistance of the contractor to present findings and recommendations to the regulators of the FSU country either in the U.S. or in the FSU country.

#### Subtask A.2 DOCUMENT ANALYSIS (MC&A)

Perform analyses of (1) existing or draft FSU republics' MC&A regulations (or equivalent documents); (2) guidance documents (or equivalent), or (3) facility plans submitted to FSU regulators by their respective nuclear facilities.

1. Review of MC&A regulations are generally conducted by comparison of the document(s) to equivalent NRC and International Atomic Energy Agency (IAEA) documents. Results of the review are presented to NRC staff through the development of both viewgraphs and a report, which respectively provide a summary and detail of the analysis findings and recommendations to the FSU regulators. After NRC review and approval, NRC may request the assistance of the contractor to present findings and recommendations to the regulators of the FSU country either in the U.S. or in the FSU country. In addition, based on the previous review of documents for an FSU regulator, or as a result of discussions with and/or additional information provided by an FSU regulator, the contractor shall have the capability to suggest additional MC&A-related areas for consideration for which regulatory documents could be prepared by the FSU regulators. This may include the provision of an outline to the FSU regulator for the regulator's consideration during his development of the document.

2. Review of MC&A guidance documents are generally conducted by comparison of the document(s) to equivalent NRC and/or other equivalent organizations documents, such as NRC NUREGs and Regulatory Guides. Results of the review are presented to NRC staff through the development of both viewgraphs and a report, which respectively provide a summary and detail of the analysis



## C.4 (Continued)

findings and recommendations to the FSU regulators. After NRC review and approval, NRC may request the assistance of the contractor to present findings and recommendations to the regulators of the FSU country either in the U.S. or in the FSU country. In addition, based on the previous review of guidance documents for an FSU regulator, or as a result of discussions with and/or additional information provided by an FSU regulator, the contractor should have the capability to suggest additional MC&A-related areas for consideration for which guidance documents could be prepared by the FSU regulators. This may include the provision of an outline to the FSU regulator for the regulator's consideration during his development of the guidance document.

3. Review of MC&A facility plans are generally conducted by comparing the contents of the plan to the appropriate FSU or NRC standard review plan guidance document. (It is possible that the contractor will be requested to visit the facility that developed the plan to become acquainted with the facility's operations, layout, and MC&A practices.) Results of the review are presented to NRC staff through the development of both viewgraphs and a report, which respectively provide a summary and detail of the analysis findings and recommendations to the FSU regulators. After NRC review and approval, NRC may request the assistance of the contractor to present findings and recommendations to the regulators of the FSU country either in the U.S. or in the FSU country.

## Task B

## Subtask B.1 DOCUMENT DEVELOPMENT (Physical Protection)

Develop draft physical protection regulations, guidance documents, facility plans, licensing and/or inspection procedures for FSU republic regulators. Participate in follow-up meetings with NRC and FSU regulators, either in the FSU republic or the U.S., for consultation on these documents.

In the event an FSU regulator requests NRC to draft a physical protection regulatory document or procedure, NRC may request assistance from the contractor. Based on discussions with NRC staff and the FSU regulatory staff, the contractor shall prepare an outline and develop the draft document(s). Consideration shall be given to the kinds of nuclear facilities and processes in the FSU republic, as well as to equivalent NRC or other appropriate organization relevant documents. The draft document(s) are presented to NRC staff. After NRC review and approval, NRC may request the assistance of the contractor to discuss the draft document with the regulators of the FSU country either in the U.S. or in the FSU country.

## Subtask B.2 DOCUMENT DEVELOPMENT (MC&amp;A)

## C.4 (Continued)

Develop draft MC&A regulations, guidance documents, facility plans, licensing and/or inspection procedures for FSU republic regulators. Participate in follow-up meetings with NRC and FSU regulators, either in the FSU republic or the U.S., for consultation on these documents.

In the event an FSU regulator requests NRC to draft an MC&A regulatory document or procedure, NRC may request assistance from the contractor. Based on discussions with NRC staff and the FSU regulatory staff, the contractor shall prepare an outline and develop the draft document(s). Consideration shall be given to the kinds of nuclear facilities and processes in the FSU republic, as well as to equivalent NRC or other appropriate organization relevant documents. The draft document(s) are presented to NRC staff. After NRC review and approval, NRC may request the assistance of the contractor to discuss the draft document with the regulators of the FSU country either in the U.S. or in the FSU country.

## Task C

## Subtask C.1 TRAINING SESSIONS (Physical Protection)

Conduct (and if requested, develop) training sessions or workshops (in either the FSU republic or the U.S.), that relate NRC's methods of regulations development, licensing process and procedures, and/or inspection process and procedures in the area of physical protection to appropriate FSU personnel. If requested to develop the training session or workshop, the contractor shall prepare all course materials, including the instructor's manual and student handbooks. When available, NRC will provide background information and documents to assist the contractor in the development of the course materials for the training session or workshop. In cases where the training materials have already been developed, the contractor would be responsible for becoming familiar with the existing material to a degree sufficient to successfully present the material to FSU republic representatives.

## Subtask C.2 TRAINING PROGRAMS (MC&amp;A)

Conduct (and if requested, develop) training sessions or workshops (in either the FSU republic or the U.S.), that relate NRC's methods of regulations development, licensing process and procedures, and/or inspection process and procedures in the area of MC&A to appropriate FSU personnel. If requested to develop the training session or workshop, the contractor shall prepare all course materials, including the instructor's manual and student handbooks. When available, NRC will provide background information and documents to assist the contractor in the development of the course materials for the training session.



#### C.4 (Continued)

workshop. In cases where the training materials have already been developed, the contractor would be responsible for becoming familiar with the existing material to a degree sufficient to successfully present the material to FSU republic representatives.

##### Task D

##### Subtask D.1 FACILITY VISITS (Physical Protection)

Participate with NRC staff in physical protection familiarization and inspector accompaniment visits with FSU representatives to various facilities in the FSU. This may include participation in inspection and performance evaluation of FSU facilities. The contractor shall provide reports detailing the results of these visits.

##### Subtask D.2 FACILITY VISITS (MC&A)

Participate with NRC staff in MC&A familiarization and inspector accompaniment visits with FSU representatives to various facilities in the FSU. This may include participation in inspection and performance evaluation of FSU facilities. The contractor shall provide reports detailing the results of these visits.

#### C.5 LEVEL OF EFFORT

The estimated total level of effort required to perform these subtasks is 7.5 FTE through Calendar Year 2002. Specific estimates of the required level of effort for each subtask will be provided with the individual requests for proposal. The total estimated level of effort for the MC&A contractor specialists and the physical protection contractor specialists is 3.75 FTE for each category. The estimated level of effort is 1.5 FTE for the base year and each of the four option years for a total of 7.5 FTE.

NOTE: Offerors can propose on the MC&A and physical protection work in its entirety, or on the MC&A work only, or on the physical protection work only. Specific estimates of the required level of effort for each task order will be provided with the individual requests for proposal. The estimated level of effort for the MC&A Specialists and the Physical Security Specialists is .75 FTE for each category, for each year.

#### C.6 ESTIMATED REQUIREMENTS

The exact number and scheduling of tasks have not yet been determined. No specific amount of work is either guaranteed or implied. The NRC will be obligated to pay only for work actually ordered and satisfactorily performed.



**C.7 MEETINGS AND TRAVEL**

The number, purpose, and location of meetings and travel will be described in individual Task Orders. All travel associated with this SOW shall be approved in advance. All such travel shall result in trip reports, which may be issued separately or as part of the next monthly letter status report. Copies of separately issued trip reports shall be submitted within 15 days of the completion of the travel.

Any foreign travel, if authorized by the NMSS TM, must be approved by the NRC Executive Director for Operations. The contractor shall submit its request to NRC at least 45 days in advance of the travel to allow for processing of the request. NRC Forms 279 and 445 must be completed for approval of foreign travel (see Manual Chapter 1501, Part VIII). NRC will provide these forms as required.

The contractor will be required to travel to NRC Headquarters in Rockville, Maryland. For proposal preparation purposes only, all offers shall propose costs for the following estimated travel for each year: one 2 person/1 day trip to NRC Headquarters, one 1 person/1 day trip to NRC Headquarters, two 2 person/10 working-day trips for foreign travel to Kazakhstan during the life of the contract.

**C.8 TECHNICAL/PROJECT DIRECTION**

Project Officer: Donna Umbel  
Technical Monitor: Joseph Olencz

The NMSS PO is the focal point for all contract related activities. All work assignments and program funding actions are initiated by the NMSS PO. All proposed work scope or schedule changes must be processed through the NMSS PO and approved by the Contracting Officer.

The NMSS TM is responsible for providing technical guidance regarding staff interpretations of the technical aspects of regulatory requirements along with copies of relevant documents (e.g. Regulatory Guides). All work products must be reviewed and approved by the NMSS TM before they are submitted as final documents. All technical directions must be consistent with the work scope and schedule. The NMSS PO or TM is not authorized to unilaterally make changes to the approved work scope or schedule that would increase costs over approved levels.

**C.9 NRC FURNISHED MATERIAL**

To facilitate the work to be performed under this contract, the NMSS TM will provide the contractor with pertinent documents as

## C.9 (Continued)

necessary to complete the assigned work within 10 working days from the effective date of each task order.

## C.10 TASK ORDERS

As the exact number and scheduling of specific tasks cannot be determined, the detailed scope of work for each required task will be defined as the respective FSU republic's schedule evolves and the needs are determined consistent with activities identified in the program plans. Task orders for services hereunder shall be issued at the sole option of the NRC. The contractor shall be obligated to perform the services specified in each task order issued hereunder, according to the terms of any contract issued as a result of the RFP. Each Task Order SOW will specify all pertinent information regarding the work to be performed.

[End of Clause]

## C.11 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[End of Clause]



## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

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

[End of Clause]

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

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

[End of Clause]

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

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

[End of Clause]



## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 2.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

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

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

[End of Clause]

## F.3 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

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

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

## F.3 (Continued)

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

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

[End of Clause]

## F.4 NRCAR 2052.212-72 FINANCIAL STATUS REPORT

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

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



## F.4 (Continued)

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

- (9) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

List property acquired for the project during the month with an acquisition cost of \$500 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."

For multiyear projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$500 or more showing the above information.

In the final monthly status report provide a closeout property report containing the same elements as described above for the monthly financial status reports. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

- (b) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause (FAR 52.232-22).

[End of Clause]

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

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

(a) Project Officer (4 copies)

\_\_\_\_ \*

(b) Contracting Officer (1 copy)

[End of Clause]

**F.6 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)**

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

[End of Clause]

**F.7 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL  
VIEWS (DPVs)**

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract, may be found in Section J of the solicitation. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all



## F.7 (Continued)

subcontractors who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received by need not endorse them.

[End of Clause]

## F.8 DELIVERABLE PRODUCTS/SCHEDULE

The following summarizes the required report distribution under SOW and provides current mailstops.

Distribution	Monthly Letter Status Reports	Meetings, Workshops, & Trip Reports	Draft Formal Tech. Reports	Final Formal Tech. Reports
NMSS PO (MC T8A23)	1	1	1*	1*
NMSS TM (MS T8A33)	1	1	1	1**
Div. of Freedom of Info. and Pub. Services (FIPS)	0	0	0	1***

\* Cover letter only

\*\* Camera-ready and electronic media

\*\*\* Camera-ready (NUREGs only)

The schedule of deliverables for this project will be determined task-by-task basis.

## SECTION G - CONTRACT ADMINISTRATION DATA

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

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

Name: \_\_\_\_ \* \_\_\_\_

Address: \_\_\_\_ \* \_\_\_\_

Telephone Number: \_\_\_\_ \* \_\_\_\_

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total



## G.1 (Continued)

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

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

G.1 (Continued)

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

[End of Clause]

\*To be incorporated into any resultant contract

G.2

**NRCAR 2052.215-82 TRAVEL REIMBURSEMENT**  
- ALTERNATE 1 (J.N 1993)

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

## G.2 (Continued)

- (c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitation of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

(End of Clause)

## G.3 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993)

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

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

[End of Clause]

\*To be incorporated into any resultant contract

## G.4 NRCAR 2052.216-74 TASK ORDER PROCEDURES (JAN 1993)

- (a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORP) which includes the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;



## G.4 (Continued)

- (4) Applicable special provisions
  - (5) Technical skills required; and
  - (6) Estimated level of effort.
- (b) Task order proposal. By the date specified in the TORP, the contractor shall deliver to the contracting officer a written proposal that provides the following technical and cost information, as appropriate:
- (1) Technical proposal content:
    - (i) A discussion of the scope of work requirements to substantiate the contractor's understanding of the requirements of the task order and the contractor's proposed method of approach to meet the objective of the order.
    - (ii) Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience, and a list of any pertinent publications authored by the individual.
    - (iii) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.
    - (iv) Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the task order.
  - (2) Cost proposal. The contractor's cost proposal for each task order must be prepared using Standard Form 1411, Contract Pricing Proposal cover sheet. A copy of the form and instructions are attached to this contract. Each task order cost proposal must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.
- (c) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

## G.4 (Continued)

- (1) Statement of work, meetings, milestones and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

[End of Clause]

G.5 NRCAR 2052.216-75 ACCELERATED TASK ORDER PROCEDURE<sup>2</sup> (JAN 1993)

- (a) The NRC may require the contractor to commence work before receipt of a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.
- (b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

(End of Clause)

## G.6 ORDERING PROCEDURES (MAY 1991)

- (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

—\*—  
—\*—

## G.6 (Continued)

- (b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

[End of Clause]

G.7 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]



## SECTION H . SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL  
CONFLICTS OF INTEREST (JAN 1993)

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

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

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

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) 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 under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

## H.C (Continued)

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(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 48 CFR 2009.570-2.

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

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad

## H.1 (Continued)

spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
  - (i) Use this information for any private purpose until the information has been released to the public;
  - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
  - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
  - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the



## H.1 (Continued)

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 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have 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 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. 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 may 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 the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or

## H.1 (Continued)

specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

- (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

## H.2 NRCAR 2052.215 70 KEY PERSONNEL (JAN 1993)

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

\*

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

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely

## H.2 (Continued)

replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

\*To be incorporated into any resultant contract

## H.3

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

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

[End of Clause]

## H.4

DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS  
CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

[End of Clause]



## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1986
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEE 1995
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997
52.216-8	FIXED FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL 1996

## I.1 (Continued)

NUMBER	TITLE	DATE
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	OCT 1995
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-5	COST ACCOUNTING STANDARDS-- EDUCATIONAL INSTITUTIONS	APR 1996
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAY 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
	Alternate I (JUN 1985)	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995

## I.1 (Continued)

NUMBER	TITLE	DATE
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	FEB 1997
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.248-1	VALUE ENGINEERING	MAR 1989
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

## I.2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

## I.3 52.216-21 REQUIREMENTS (APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with



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I.3 (Continued)

the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract six months after expiration of the contract.

[End of Clause]

NOTE: This does not apply to those requirements stemming from the Lisbon Initiative. The Government may, but need not utilize this contract for requirements stemming from the Lisbon Initiative.

I.4 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

[End of Provision]

1.5 52.217-9 OPTION TO EXTEND THE TERM OF THE  
CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

[End of Clause]

1.6 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid 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;

## I.6- \*\* (Continued)

- (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]



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

## SECTION J - LIST OF ATTACHMENTS

## J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
01	Billing Instructions
02	NRC Contractor Organizational Conflicts of Interest
03	NRC Handbook 3.8
04	Standard Form 1411 with Instructions
05	Contractor Spending Plan (CSP) Instructions
06	Payment Information Form SF 3381 - ACH Vendor Payment System