

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST PLUS		RATING		PAGE OF 1 38 PAGES	
CONTRACT NO.		3 SOLICITATION NO. RS-NMS-86-004		4 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID OFFER <input checked="" type="checkbox"/> NEGOTIATED OFFER		5 DATE ISSUED 1/13/86	
ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		CODE		6 REQUISITION PURCHASE NO. NMS-86-004		7 ADDRESS OFFER TO (if other than Item 7)	

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

SOLICITATION

Sealed offers in original and one (1) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if handwritten, in the dispository located: Room 2223, 4550 Montgomery Avenue until 11:00 local time 2/12/86
2nd Floor, Bethesda, Maryland 20814 (Date)

AUTION - 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.

0 FOR INFORMATION CALL ☐ A NAME Cindy M. Fleenor B TELEPHONE NO. (include area code) (NO COLLECT CALLS) (301) 492-7310

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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.

2 In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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.

3 DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52 232 8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
0%	0%	0%	

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
one	1/23/86		
two	2/3/86		

15A NAME AND ADDRESS OF OFFEROR: Science Applications Intl. Corp.
1200 Prospect Street, La Jolla, CA 92038
c/o 1710 Goodridge Drive, G-6-1
McLean, VA 22102

16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): Betty J. Muzio
Senior Contract Representative

15B TELEPHONE NO. (include area code): (703) 448-6503

15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE: ☒

17 SIGNATURE: Betty J. Muzio

18 OFFER DATE: 2/11/86

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)(1) ☐ 41 USC 253(c)(1)

23 SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 15 (4 copies unless otherwise specified)

24 ADMINISTERED BY (if other than Item 7): CODE

25 PAYMENT WILL BE MADE BY: CODE

26 NAME OF AGENCY: 8610270019 861010
PDR CONTR
NRC-02-87-004 PDR

27 UNITED STATES OF AMERICA

28 AWARD DATE

(Signature of Contracting Officer)

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

Section B - Supplies or Services and Prices/Costs

B.1 Brief Description of Work

The contractor shall provide technical assistance to the U.S. Nuclear Regulatory Commission (NRC) in conducting safety and/or environmental reviews of license applications for the construction, operation, or decommissioning of fuel cycle facilities. The contractor shall conduct the reviews as required by individual task orders issued at the sole discretion of the NRC.

B.2 Cost and Fee Information

(Offeror should provide cost information in accordance with instructions provided in Section L. herein. The estimates provided herein are for estimation purposes only. The contract will contain an overall cost ceiling whereby individual task orders may be issued. The cost and fee for each task order will be individually negotiated and resultant task orders will also contain cost ceilings.

The cost ceiling for this contract is \$ ____ * ____.

* To be incorporated into any resultant contract.

B.3 Remittance Address

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

Name: _____

Address: _____

Section C - Description/Specifications/Work Statement

C.1 Statement of Work

C.1.1 Background

The NRC has under consideration and is anticipating applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. These facilities include, but may not be limited to, uranium hexafluoride conversion plants, low and high enriched uranium fuel fabrication plants, advanced fuel R&D and pilot plant facilities, low-level waste and spent fuel storage installations, and waste treatment and solidification plants. Safety and environmental reviews

of the applications must be performed to determine whether licenses to the applicants should be issued. In addition, the NRC is required to review and consult with the U.S. Department of Energy (DOE) on some of its similar projects, such as the high-level waste solidification project at West Valley. A broad range of technical expertise is required to conduct these reviews to provide reasonable assurance that the public health and safety and environmental values are protected.

Applications which are anticipated during FY 86-88 include license renewals, proposals to modify existing facilities, and applications for new facilities, such as dry spent fuel storage facilities, including storage casks. Also planned is continuation of the review of the project plan and safety analyses for the West Valley high-level waste solidification project. Because of these requirements, a Task Ordering contract is sought to provide technical assistance to NRC's Division of Fuel Cycle and Material Safety for project reviews. The purpose for providing this assistance is to conduct approximately 24 facility reviews over a three-year period. The exact number and scheduling of reviews has not yet been determined.

The complexity of safety and environmental reviews of new or renewal license applications or DOE projects is such that a broad spectrum of technical disciplines will be required to conduct the reviews. Because of the necessity for proper and effective management of the review, the Contractor performing the review must possess expertise in most, if not all, of the disciplines described in Section C.1.2 of the Statement of Work.

C.1.2 Scope of Work

The NRC will designate a Project Officer (PO) who will be responsible for overall direction of the Task Ordering Contract. A Project Manager (PM) will be designated for each task order under the Task Ordering Contract. Refer to Section C.5., "Placement of Task Orders," for task order initiation instructions.

A. Safety Reviews, Analyses and Other Technical Assistance

The Contractor shall perform complete or partial reviews of safety analysis reports, other applicant documents and facilities or DOE documents and facilities and assess the consequences to employees and the public as a result of the construction, operation and decommissioning of fuel cycle facilities. The NRC may request the contractor to address the adequacy of systems for the mitigation of the consequences of accidents.

The scope of the reviews related to applications for high-level liquid waste processing and related activities shall encompass, but not be limited to, the topics covered in Regulatory Guide 3.26, "Standard Format and Content of Safety Analysis Reports for Fuel Reprocessing Plants," as applicable. This Guide is only for identification of topics.

The scope of the reviews related to applications for fuel fabrication plants shall encompass, but not necessarily be limited to, the topics covered in the draft Regulatory Guide, "Standard Format and Content for the Health and Safety Sections of Renewal Applications for Uranium Fuel Fabrication Plants."

The reviews shall require expertise for technical analyses in many areas including site suitability evaluation, accident analyses, dose assessment, quality assurance programs and operating controls and limits. The reviews shall also require evaluations of system and component designs, radioactive waste confinement and management, and radiation protection programs. Evaluations of the ability of structures, systems and components to withstand the effects of severe natural phenomena shall also be required. The reviewers may be required to prepare and present testimony as expert witnesses for hearings in support of their reviews.

Where licensee information is inadequate to permit competent review, a list of questions aimed at eliciting the needed information shall be submitted by the contractor. The contractor shall discuss the questions with the PM before they are transmitted by the NRC to the applicant. Further dialogue will take place as a result of the PM review of draft reports required by Section F.1., "Reports, Documentation and Other Deliverable End Items."

As a result of proposed license modifications or amendments, the Contractor may be required to perform short-term, limited-scope, technical studies related to safety of the construction, operation, and decommissioning of fuel cycle facilities. This work includes compilation and assessment of available accident and testing data, and analysis of facility safety under conditions of both normal and accident operation.

B. Environmental Reviews, Analysis and Other Technical Assistance

The Contractor shall perform reviews of environmental reports, other applicant documents, facilities and sites; evaluate the environmental impacts of the proposed actions and prepare environmental impact assessments or draft and final environmental impact statements as directed by the NRC and in conformance with 10 CFR Part 51.

The scope of the reviews shall include, but may not be limited to, those topics described in the draft staff technical position entitled, "Preparation of Environmental Reports for Nuclear Fuel Fabrication Plants," suitably modified for the applicable fuel cycle facility. Other guidance may be found in the Council on Environmental Quality Guidelines and in NUREG-0555, "Environmental Standard Review Plans." For Final Environmental Impact Statements, the Contractor shall consider and provide appropriate discussion of agency and public comment on the Draft EIS.

Expertise shall be required in many areas, e.g., ecological and interrelated earth sciences, radiological assessments, socioeconomics and disciplines related to cost-benefit analyses. The reviewers may be required to prepare and present testimony as expert witnesses for hearings in support of their reviews.

As a result of proposed license modifications or amendments, the Contractor may also be required to perform short-term, limited-scope, technical studies related to environmental impact of the construction, operation and decommissioning of fuel cycle facilities. This work includes compilation and assessment of available environmental data, measurement or estimation of the environments in which proposed or actual facilities exist, and quantifying the effects of facility/environment interaction.

C.2 Meetings and Travel

The Contractor shall be required to visit the NRC offices in Silver Spring, Maryland, up to four times per task review to confer with NRC's Fuel Cycle and Material Safety Staff. The Contractor shall be required to visit project sites and other similar government or commercial facilities and to attend other meetings or events at times and places designated by the PM. The Contractor may also be required to travel to hearings to provide testimony as an expert witness. The number of meetings, site visits, and hearings will be estimated in each request for proposal for the initiation of an individual task order.

C.3 NRC Furnished Material

To facilitate the work described in Section C.1.2., the NRC will provide the Contractor with pertinent sections of the Safety Analysis Reports and Environmental Reports prepared by applicants for licensing approval within 10 days from the effective date of each task order. The NRC will also provide various documents related to the work described in other tasks, such as Environmental Impact Statements, Regulatory Guides, technical standards and topical reports.

Section D - Packaging and Marking

The Contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

Section E - Inspection and Acceptance

Place of Inspection and Acceptance

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

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

The reports listed below are to be prepared in accordance with NRC Manual Chapter 3202 (Attachment 3).

F.1.1 Monthly Letter Report

Each month, the Contractor shall submit 3 copies of a brief letter report which summarizes for each task order: (1) the work performed during the previous month; (2) personnel time expenditures during the previous month; and (3) costs incurred: (i) for the current period, (ii) cumulative to date, (iii) cumulative for the overall project; and (iv) cost projection by month to completion of the work effort. (The first monthly report shall provide the initial cost projection and subsequent projections or indicate "no change in the cost projection.") The reports shall be due by the 15th of each month with distribution as follows:

NMSS Project Officers (1 copy)
Office of the Director, NMSS (Attention: Program Support) (1 copy)
Division of Contracts, Contracting Officer (1 copy)

F.1.2 Safety Review Reports

For each facility safety review prepared under Section C.1.2.A., the Contractor shall provide three copies of a draft report to the PO that discusses in detail the safety aspects related to each of the review topics along with the reviewers' results and conclusions.

Within 30 days of receipt of each draft task report, the PO will provide comments to the Contractor to be considered in the preparation of the final report. These comments will identify problems areas, discrepancies, and technical insights on the draft report. These comments will be for the purpose of clarification only and will not be construed as to prejudge the Contractor's work or technical findings. Within 30 more days, the Contractor shall revise the draft task report, incorporating resolution of comments, and submit a camera-ready copy of the final report to the PO.

F.1.3 Environmental Review Reports

Three draft copies of Draft and Final Environmental Impact Statements prepared under Section C.1.2.B. shall be submitted to the PO. The Impact Statements shall discuss each of the topics of the staff technical position, "Preparation of Environmental Reports for Nuclear Fuel Fabrication Plants," and as required by 10 CFR Part 51.

For Environmental Assessments, a similar draft report shall be submitted in three copies which addresses each of the topics of the staff technical position, "Preparation of Environmental Reports for Nuclear Fuel Fabrication Plants," through Section 7.0.

The PO will furnish comments on drafts of the report within 30 days after receipt of a draft. The comments will identify problem areas, and discrepancies and provide technical insights concerning the work performed. These comments will be for the purpose of clarification only and will not be construed as to prejudice the Contractor's work or technical findings. The Contractor shall revise the draft and submit a camera-ready copy of the final report that incorporates resolution of comments within 30 more days to the PO. (These comments are separate from agency and public comment which may be received in Draft Environmental Impact Statements.)

F.2 Place of Delivery

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

U.S. Nuclear Regulatory Commission
Attention: Peter Loysen
Office of Nuclear Material Safety and Safeguards
Division of Fuel Cycle and Material Safety
Mail Stop: 396-SS
Washington, D.C. 20555

- * Project Officer (3 copies)
Division of Contracts (1 copy)

F.3 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 for thirty-six (36) months after said contract is effective. The thirty-six (36) months represents the period during which task orders may be issued. The completion of effort under this contract will be governed by the time frames specified in the task orders.

- * To be incorporated into any resultant contract.

F.4 Estimated Requirements

The exact number and scheduling of reviews have not yet been determined. No specific amount of work is either guaranteed or implied. The number of reviews to be initiated through issuance of Task Orders will depend upon the number of applications received. The NRC will be obligated to pay only for work authorized by Task Orders and satisfactorily performed. If such requirements fail to materialize in the number estimated, such failure shall not constitute grounds for an equitable adjustment hereunder.

It is estimated that up to a maximum of ten (10) safety reviews and fourteen (14) environmental reviews will be required during the period of performance under the anticipated project.

Section G - Contract Administration Data

G.1 Contract Ceiling Amount

The total amount of this contract for the delivery and acceptance of the products/services stipulated in Section B is * . The amount of funds available for performance under this contract is * ; The contractor agrees to perform the work specified in the schedule and all obligations under this contract within the ceiling price. The ceiling may be increased by the Contracting Officer at his discretion from time to time by written notice to the contractor.

* To be incorporated into any resultant contract.

G.2 Overhead/General and Administrative Rates

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

* To be incorporated into any resultant contract.

G.3 Payment of Fixed Fee

Payment of fixed fee shall be in accordance with paragraph (b) of clause 52.216-8 entitled "Fixed Fee" and the NRC billing instructions in Part III, Section J. The fee withholding percentage specified under Clause 52.216-8 is applicable to the total fee associated with individual task orders issued under this contract.

G.4 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. of this contract. The term "Technical Direction" is defined to include the following:
 - 1. Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.

2. Providing assistance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.
 2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 4. Changes any of the expressed terms, conditions or specifications of the contract.
- 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.5 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 terminate, settle any claim or dispute arising under the contract, or issue any unilateral directive whatever.

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

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

- B. Name and Mail Code: *
- Office Address: *
- Telephone Number: *

* To be incorporated into any resultant contract

G.6 Travel Reimbursement

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

1. Per diem shall be reimbursed at a daily rate not to exceed \$50.00. The per diem amount is comprised of lodging expense plus \$23.00 for meals and miscellaneous expense, the total of which shall not exceed the daily rate.
2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated:

Area

Daily Rate

3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20.5¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$25.00.
7. The rates provided shall remain in effect until such time as a unilateral contract modification is issued by the Contracting Officer, reflecting changes (increases or decreases) in the Federal Travel Regulations (FTR).

G.7 Payment Due Date

- (a) Payments under this contract will be due 30 calendar days after the later of:

- (1) 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 clause 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.8 Invoice Requirements

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.9 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment 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:
- (1) 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.
- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

G.10 Task Orders

This is a "Task Order" contract under which all work requirements will be issued at the sole option of the NRC, in writing from the Contracting Officer, and upon receipt of which, the Contractor is obligated to perform. The contractor shall not commence effort prior to receipt of a definitized task order signed by the Contracting Officer.

In situations where NRC requires commencement of effort prior to the definitization of a task order, the Contracting Officer may direct the Contractor to begin effort under a specific task order in accordance with Clause No. 52.243-2 entitled "Changes - Cost Reimbursement" of this contract. Under the authority of the changes clause, negotiations for that task order will be conducted and a definitized task order reflecting the mutual agreement of the parties will be issued.

Definitized task orders issued by the Contracting Officer will contain the following information.

- (1) Statement of Work and Deliverables
- (2) Period of Performance
- (3) Name of Project Manager
- (4) Reporting Requirements
- (5) Total Estimated Cost Plus Fixed Fee and Obligations
- (6) Applicable Security Requirements and/or Privacy Act Considerations
- (7) Special Terms and Conditions
- (8) Key Personnel

Refer to Attachment No. 7 entitled "Placement of Task Orders" for instructions pertinent to the issuance of individual task orders under this contract.

G.11 Task Order Ceilings

Cost ceilings will be specified in each task order for performance of work under this contract. The cost ceiling associated with each task order shall be subject to the provisions of Clause No. 52.232-20 entitled "Limitation of Cost" of this contract.

Section H - Special Contract Requirements

H.1 Key Personnel

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

★

★ To be incorporated into any resultant contract

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(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 or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he 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.

H.2 Consultant or Other Comparable Employment Services of Contractor Employees (OMB Clearance Number 3150-0112)

The Contractor shall require all employees who are employed full-time (an individual who performs work under the cost-type contract on a full-time annual basis) or part-time (50 percent or more of regular annual compensation received under terms of a contract with the Commission) on the contract work to disclose to the Contractor all consultant or other comparable employment services which the employees proposed to undertake for others. The Contractor shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor will require any employee who will be employed full-time on the contract to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another Commission cost-type Contractor under its contract with the Commission except with the prior approval of the Contractor.

H.3 Safety, Health, and Fire Protection

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with said regulations or requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

H.4 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

The Contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written consent of the Contracting Officer. Two copies of any information proposed to be published or disseminated shall be submitted to the Contracting Officer. Failure to comply with this clause shall be grounds for termination of this contract.

H.5 Private Use of Contract Information and Data

Except as otherwise specifically authorized by Section H., publication of contract work of this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.

H.6 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the 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 Contracting Officer shall direct upon completion or termination of this 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.

H.7 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.

H.8 Contractor Organizational Conflicts of Interest (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:

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

(ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;

(iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or

(iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the MRC.

(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.9 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
 4. Contractor's Financial institutions's 9-digit ABA identifying number for routing transfer of funds
 5. Telegraphic abbreviation of Contractor's financial institution
 6. Account number at Contractor's financial institution if it receives electronic funds transfer messages through the Federal Reserve Communications System
 7. Name and address of the correspondent financial institution if the Contractor's financial institution does not receive electronic funds transfer messages through 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

52.233-3 PROTEST AFTER AWARD (JUN 1985)--Alternate I (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

- (2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

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

52.202-1 DEFINITIONS. (APR 1984)
52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)
52.203-3 GRATUITIES. (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)
52.215-2 AUDIT--NEGOTIATION. (APR 1984)
52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (APR 1984)
52.215-23 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS. (APR 1985)
52.215-24 SUBCONTRACTOR COST OR PRICING DATA. (APR 1985)
52.215-25 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS. (APR 1985)
52.215-30 FACILITIES CAPITAL COST OF MONEY. (APR 1984)
52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (APR 1984)
52.216-7 ALLOWABLE COST AND PAYMENT. (APR 1984)
52.216-8 FIXED FEE. (APR 1984)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS. (JUN 1985)
52.219-9 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. (APR 1984)
52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)
52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)
52.220-4 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM. (APR 1984)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (APR 1984)
52.222-3 CONVICT LABOR. (APR 1984)
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)
52.223-2 CLEAN AIR AND WATER. (APR 1984)
52.227-1 AUTHORIZATION AND CONSENT. (APR 1984)

52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT
INFRINGEMENT. (APR 1984)
52.228-7 INSURANCE LIABILITY TO THIRD PERSONS. (APR 1984)
52.230-3 COST ACCOUNTING STANDARDS. (APR 1984)
52.230-4 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (APR 1984)
52.232-17 INTEREST. (APR 1984)
52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
52.232-20 LIMITATION OF COST. (APR 1984)
52.232-22 LIMITATION OF FUNDS. (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS. (APR 1984)
52.233-1 DISPUTES. (APR 1984)
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
52.243-2 CHANGES--COST-REIMBURSEMENT. (APR 1984)--Alternate II.
(APR 1984)
52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
(JUL 1985)
52.244-5 COMPETITION IN SUBCONTRACTING. (APR 1984)
52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL,
OR LABOR-HOUR CONTRACTS). (APR 1984)
52.246-25 LIMITATION OF LIABILITY--SERVICES. (APR 1984)
52.249-6 TERMINATION (COST-REIMBURSEMENT). (APR 1984)
52.249-14 EXCUSABLE DELAYS. (APR 1984)

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

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Organization Chart
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	Billing Instructions
6	Sample Task Order
7	Placement of Task Orders