

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 32
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-05-86-155		3. EFFECTIVE DATE 9/24/86	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RPPA No. OIE-86-155	
5. ISSUED BY CODE		6. ADMINISTERED BY (If other than Item 5) CODE		
U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555				

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Westec Services, Inc. One Meetinghouse Center Plymouth Meeting, PA 19462-1412		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT Net	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 12	
11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission ATTN: Ronald Parker, M/S EWS-305 Washington, D.C. 20555	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Div. of Accounting & Finance/ORM ATTN: GOV/COM Accts. Section, Wash., DC 20555		

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA B&R No.: 30-19-03-03 FIN No.: B8762 Appn No.: 31X0200.306 Obligation: \$404,000.00	
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
15E. UNIT PRICE	15F. AMOUNT		

THE U.S. NUCLEAR REGULATORY COMMISSION (NRC) HEREBY ACCEPTS WESTEC SERVICES, INC.'S PROPOSAL DATED FEBRUARY 28, 1986 AND REVISIONS DATED MAY 29, 1986, JUNE 20, 1986, JULY 29, 1986, AUGUST 6, 1986, AND AUGUST 21, 1986 AND DISCUSSIONS HELD JUNE 11, 1986 ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE TO PROVIDE TECHNICAL ASSISTANCE FOR DESIGN INSPECTION SERVICES AS SET FORTH HEREIN. REFER TO ATTACHED PAGES FOR INCORPORATION OF ADMINISTRATIVE CHANGES. THIS IS AN INCREMENTALLY FUNDED COST PLUS FIXED FEE TASK ORDER TYPE CONTRACT.		Estimated
B610060363 B60924 PDR CONTR NRC-05-86-155 PDR DESCRIPTION		15G. TOTAL AMOUNT OF CONTRACT \$4,200,000.00

W/	SEC.	DESCRIPTION	PAGE(S)	W/	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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X	F	DELIVERIES OR PERFORMANCE	7	L		INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	11	M		EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	20				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this award/contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) David L. Parkinson Chief Executive Officer		20A. NAME OF CONTRACTING OFFICER Ronald D. Thompson	
19B. NAME OF CONTRACTOR BY <i>David L. Parkinson</i> (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY <i>Ronald D. Thompson</i> (Signature of Contracting Officer)	
19C. DATE SIGNED 9/24/1986		20C. DATE SIGNED 9-17-86	

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		PAYING	PAGE OF 1 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. RS-OIE-86-155	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 1/29/86	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts/AR-2223 Technical Contracts Branch/Joyce Bazin Washington, DC 20555		8. ADDRESS OFFER TO (If other than Item 7) All proposals should be addressed as indicated in Item 7. However, handcarried proposals-including EXPRESS MAIL and other commercial delivery services-must be delivered to the address in Item 9 below.			

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 **Rm. 2223, Second Floor, 4550 Montgomery Ave., Bethesda, MD 20814** until **10:00AM** local time **2/28/86**
(Hour) (Date)

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 Mrs. Joyce Bazin	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 492-4276
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X	H	SPECIAL CONTRACT REQUIREMENTS	20	X	M	EVALUATION FACTORS FOR AWARD	44

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 **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.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

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: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <input type="checkbox"/> ITEM (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY <input type="checkbox"/> CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE

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

Section B - Supplier or Services and Prices/Costs

B.1 Brief Description of Work

"Technical Assistance for Design Inspection Services"

The overall objective of these NRC inspections is to gain added assurance that the design process used in construction or modifying operational nuclear plants has fully complied with the NRC regulations and licensing commitments, and results in a design whose safety systems function as intended.

These design inspections are intended to provide a close examination of the design process and design implementation, for a limited sample of structures, systems or components for a specific facility and any of its associated design organizations. The design inspections at plants under construction normally encompass the total design process; from the formulation of principal architectural and engineering design criteria, through the development and translation of the criteria into designs and their subsequent revisions. It will normally include a verification, on a sampling basis, of the design.

For operating plants, design inspections address the design aspects of plant safety system functionality including review of incorporated or proposed plant modifications as well as an assessment of the measures for ensuring proper design control.

The design inspections include multi-discipline reviews that could address areas such as mechanical systems, electrical power, mechanical components, and instrumentation and control.

Identification of lessons learned from these design inspections, including assistance in the preparation of proposed generic communications, is an important part of this project.

~~B.2 (Offeror should provide Cost and Fee information)~~

~~A. Total Estimated Cost.....\$~~
~~Fixed Fee.....\$~~
~~Total Estimated Cost Plus Fixed Fee.....\$~~

B.3 Remittance Address

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

Name: Westec Services, Inc.

Address: 5510 Morehouse Drive

San Diego, Ca. 92121-1709

ADMINISTRATIVE CHANGES

The following administrative changes are hereby incorporated into this contract:

1. Subsection C.2.b.1.(8) on Page 5 is revised to read
"Contributing to expert testimony on problems, issues, and allegations at public hearings which result from design inspection and reviews, as necessary."
2. Paragraph F.2, Place of Delivery on Page 10 is completed as follows:
U.S. Nuclear Regulatory Commission
ATTN: Ronald Parkhill, Project Officer
Office of Inspection & Enforcement
Division of Quality Assurance, Safeguards
and Inspection Programs
Mail Stop: #EWS-305
Washington, DC 20555
3. Paragraph G.2, Overhead/General and Administrative Rates on Page 14 is completed as follows:
 - 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 110 percent of direct labor.
 - 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 11.92 percent of direct costs and overhead.
 - 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.
4. The direct labor rates, provisional overhead and general and administrative rates incorporated herein may be modified retroactively by the Contracting Officer subject to receipt of recommended DCAA rates and agreements reached with the contractor relative to billing rates/forward pricing rates.

5. Paragraph G.5, Project Officer on Page 16 is completed as follows:

Name and Mail Code: Ronald Parkhill, M/S EWS 305

Office Address: Office of Inspection and Enforcement

Division of Quality Assurance, Safeguards and Inspections

Telephone: (301) 492-9592

6. Paragraph G.6, Travel Reimbursement is deleted entirely and substituted herewith.

Travel Reimbursement

- a. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. The Contractor can obtain the Regulations from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.
 - b. When the Government changes the Federal Travel 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.
 - c. Foreign travel must be approved in advance by the Commission on NRC Form 445 and comply with the requirements of FAR clause 52.247-63 "Preference for U.S. Flag Air Carriers." The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas." Copies of this publication may be obtained from U.S. Government Printing Office, Washington, D.C. 20402.
7. Paragraph #1, Key Personnel is completed to incorporate the following individuals:

Gary J. Overbeck, Project Manager/Mechanical Systems

George W. Morris, Electric Power

Everett Dunlap, Instrumentation and Control

Joel Blackman, Mechanical Components

8. Paragraph F.3, Duration of Contract Period is hereby changed to read as follows:

"The effective date of this contract shall be September 24, 1986 and shall continue to completion on September 23, 1989."

9. FAR Clause 52.227-11, Patent Rights--Retention by the Contractor (Short Form) (Apr 1984)--Alternate I is hereby deleted and substituted with the following FAR Clause.

"52.227-12 Patent Rights--Retention by the Contractor (Long Form) (Apr 1984)

10. FAR Clause 52.212-13, Stop Work Order (Apr 1984) is hereby deleted and FAR Clause 52.212-13 Stop Work Order--Alternate I (Apr 1984) is substituted herewith.

11. FAR Clause 52.215-31, Waiver of Facilities Capital Cost of Money (Apr 1984) is hereby deleted from this contract.

12. The following FAR Clause are hereby incorporated into this contract:

52.215-33, Order of Precedence
52.223-2, Clean Air and Water

13. FAR Clause 52.222-2, Payment for Overtime Premiums, the first sentence is completed to read:

"The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0."

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"Technical Assistance for Design Inspection Services"

The overall objective of these NRC inspections is to gain added assurance that the design process used in construction or modifying operational nuclear plants has fully complied with the NRC regulations and licensing commitments, and results in a design whose safety systems function as intended.

These design inspections are intended to provide a close examination of the design process and design implementation, for a limited sample of structures, systems or components for a specific facility and any of its associated design organizations. The design inspections at plants under construction normally encompass the total design process; from the formulation of principal architectural and engineering design criteria, through the development and translation of the criteria into designs and their subsequent revisions. It will normally include a verification, on a sampling basis, of the design.

For operating plants, design inspections address the design aspects of plant safety system functionality including review of incorporated or proposed plant modifications as well as an assessment of the measures for ensuring proper design control.

The design inspections include multi-discipline reviews that could address areas such as mechanical systems, electrical power, mechanical components, and instrumentation and control.

Identification of lessons learned from these design inspections, including assistance in the preparation of proposed generic communications, is an important part of this project.

B.2 (Offeror should provide Cost and Fee information)

A. Total Estimated Cost.....\$ _____
 Fixed Fee.....\$ _____
 Total Estimated Cost Plus Fixed Fee.....\$ _____

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

Implementation of quality assurance programs by licensees has not been totally effective in detecting or preventing design errors. The complexity and extent of design related errors that have been identified in the past few years have caused NRC to increase its inspection efforts for both plants under construction and operating plants. These problems included seismic design errors at Diablo Canyon, design deficiencies at South Texas and most recently, design errors affecting safety system function at Davis-Besse.

As part of the program to improve quality assurance at nuclear power plants under construction and operation, and to obtain additional assurance that nuclear power plant designs conformed to FSAR commitments and NRC regulations, the NRC has performed various design inspections and overviewed licensee self-initiated design assurance measures. Specifically, these design reviews for plants under construction have generally taken the form of a direct NRC inspection (Integrated Design Inspection or IDI), a utility initiated independent audit of the design process (Independent Design Verification Program), a self-directed Engineering Assurance Program (EAP) or a Readiness Review Program conducted by the applicant with NRC overview. These design reviews involve inspections of both utility and engineering service organization design work. For operational plants, the NRC has or will perform direct inspections of the existing design or design modifications at several operating plants and engineering service organizations. These operational design inspections which address safety system functions, design adequacy and design control adequacy are part of new NRC inspection initiatives for operating plants.

The NRC's evaluation of the design is documented in an inspection report and/or Safety Evaluation Report.

B. Objectives

The overall objective of these NRC inspections is to gain added assurance that the design process used in construction or modifying operational nuclear plants has fully complied with the NRC regulations and licensing commitments, and results in a design whose safety systems function as intended.

These design inspections are intended to provide a close examination of the design process and design implementation, for a limited sample of structures, systems or components for a specific facility and any of its associated design organizations. The design inspections at plants under construction normally encompass the total design process; from the formulation of principal architectural and engineering design criteria, through the development and translation of the criteria into designs and their subsequent revisions. It will normally include a verification, on a sampling basis, of the design.

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The design inspections include multi-discipline reviews that could address areas such as mechanical systems, electrical power, mechanical components, and instrumentation and control.

Identification of lessons learned from these design inspections, including assistance in the preparation of proposed generic communications, is an important part of this project.

C. Statement of Work and Deliverables

1. Scope of Work

The scope of work involves furnishing any or all of the discipline personnel pertaining to the performance of design inspections or overview of applicant design assurance measures, as described in Section B above.

2. Work Statement

The contractor shall furnish the necessary qualified personnel, facilities, materials and services to perform tasks relating to:

a. Technical Assistance

The provision of technical assistance to the NRC staff for conduct of design inspections and design reviews at reactor construction sites, operating reactor sites, architect-engineering offices, and vendor facilities in response to Task Orders issued by the NRC. Included in this technical assistance is assistance in follow-up of generic activities related to design inspections.

In examining a system, structure or component, at plants under construction, the design inspection or review will normally focus on topics such as:

- Validity of design inputs and assumptions
- Validity of design specifications
- Validity of analyses
- Identification of system interfaces requirements
- Potential synergistic effects of changes
- Proper component classification
- Revision control
- Documentation control
- Verification of as-built condition
- Testing and functionality of design product

In examining a system, structure or component at operating plants, the design inspection will focus on the above topics to the extent necessary to examine functional aspects of the design.

A design inspection for a vendor consists of a detailed review of contractor selection, qualification and adequacy, and a review of design aspects of supplied equipment. The purpose of this inspection is to determine whether services or products supplied to the utility are in accordance with licensee commitments and regulatory requirements. As a minimum, the inspection would include review of service or products provided by vendors, review of known hardware or service deficiencies for vendors, review of past vendor audit findings and an examination of those vendor activities most likely to effect design integrity.

The scope of the design inspection or review may be modified by the NRC to be responsive to unique conditions at a particular facility.

b. Work Requirements

1. In the areas delineated in the task order, contractor personnel will be responsible for items such as:
 - (1) Reviewing background information
 - (2) Participating in the selection of the sample of the plant aspects to be reviewed
 - (3) Reviewing implementation effectiveness for applicant design quality assurance programs
 - (4) Performing and documenting design inspections
 - (5) Reviewing the final report of applicant design quality assurance programs for accuracy, completeness and acceptability
 - (6) Reviewing applicant responses to the design inspections and review concerns, and providing written evaluation of the responses
 - (7) Reviewing any additional information (not covered above), to evaluate the design/design process of the subject facility and/or close out design inspection and review concerns.
 - (8) Providing expert testimony on problems, issues, and allegations at public hearings which result from design inspection and reviews, as necessary.

- (9) Documenting results of design inspections and reviews and other assignments from the project officer, in reports to the NRC.
- (10) Providing an internal quality assurance program to ensure contractor tasks are conducted in an efficient and satisfactory manner.

c. Planning Assumptions

For planning purposes it is assumed that the following labor categories are applicable to the performance of work specified in the scope of work.

<u>Category</u>	<u>Estimated Hours Per Year¹</u>
Principal/Manager (or equivalent)	350
Electric Power Systems Engineer (or equivalent) ²	4000
Instrument and Controls Engineer (or equivalent) ²	4000
Mechanical Systems Engineer (or equivalent) ²	4000
Mechanical Components Engineer, Civil/Structural Engineer (or equivalent) ²	4000
Secretarial/Clerical	700

The utilization of contractor technical assistance at each of the various design inspections and reviews will be at the discretion of the NRC.

A typical design inspection at an operating nuclear power plant may involve an NRC Team Leader and one contractor person in each of the following technical disciplines: Electric Power Systems, Instrumentation and Controls, Mechanical Systems and Mechanical Components. A typical inspection schedule is as follows:

¹The estimated hours are used for Cost Evaluation Purposes Only. The NRC shall not be bound by these hours in any resultant contract. The contract will, however, contain an overall cost ceiling. In addition, each task order will be individually negotiated and will contain an overall cost ceiling.

²For purposes of establishing technical capability and capability to respond to peak NRC demands, at least three qualified individuals, having commercial nuclear design experience at the design level and supervisory level, shall be offered in the proposal in each discipline.

- (1) Initial Preparation - 5 days (2 days in Bethesda/3 days at Home Office)
- (2) Inspection at Site/Design Offices - 5 days
- (3) Home Office Review - 5 days
- (4) Inspection at Site/Design Offices - 10 days
- (5) Report Writing - 5 days
- (6) Follow-up Inspection Activities - 8 days
 - Review of Licensee Responses - 2 days at Home Office
 - Follow-up Inspection - 3 days at Site/Design Offices
 - Report Writing - 3 days at Home Office

C.2 Meetings and Travel

Prior to any trip taken during the period of performance under this contract, the contractor shall obtain verbal or written approval of the NRC Project Officer.

The offeror shall assume for purposes of preparing its proposal the following meeting and travel requirements for each design inspection or review (the contractor shall further assume 12 design inspections per year).

²For purposes of establishing technical capability and capability to respond to peak NRC demands, at least three qualified individuals, having commercial
(Footnote Continued)

- a. One 2 day preparatory meeting for 4 persons at the NRC offices in Bethesda, MD to review background information and discuss assigned areas.
- b. Four weeks travel for 5 persons to perform each design inspection. (Three weeks for initial inspection and 1 week for followup activities.)

Note: For purposes of preparing a proposal, the contractor shall assume that the regions of the country listed below will be visited at the frequency stated per year of contract performance.

<u>Regions</u>	<u>Frequency</u>
Northeast U.S. - Region 1	4 inspections
Southeast U.S. - Region 2	2 inspections
Midwestern U.S. - Region 3	4 inspections
Western U.S. - Regions 4 & 5	2 inspections

Thus the contractor shall assume total of 24 weeks per year in the field for each of two engineers per discipline.

- c. One two day meeting, including five contractor personnel, shall be held at the NRC offices in Bethesda, Maryland to discuss results and conclusions, draft and final versions of the inspection results.
- d. A minimum of two oral briefings per year by the contractor will be held at NRC/IE Headquarters, Bethesda, Maryland offices to review contractor progress and performance.
- e. Additional meetings and travel required will be specified in each Task Order.

Section D - Packaging and Marking

Section E - Inspection and Acceptance - N/A

Section F - Deliveries and Performance - N/A

F.1 Reports, Documentation and Other Deliverable End Items - N/A

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

F.1.1 Reporting Requirements

A description of the content and due dates for detailed technical reports will be specified in each Task Order. These reports will

(Footnote Continued)

nuclear design experience at the design level and supervisory level, shall be offered in the proposal in each discipline.

contain as a minimum, a description of work completed, an analysis of the results and conclusions reached. These reports shall be provided/submitted in hardcopy form and shall also be available as IBM compatible software.

Monthly Progress Report

A monthly progress report shall be required for the contract. These reports are to be submitted by the 15th day of the month to the place of delivery specified in Section F.2, Place of Delivery. The reports will identify the title of the contract; the contract number; the FIN; the period of performance; the Task Order numbers, titles, Principal Investigators, and NRC Technical Monitors; and the reporting period and will contain the following sections:

Project Status Section

- (a) A listing of the efforts completed during the period, milestones reached, or if missed, an explanation of the circumstances.
- (b) Any problems or delays encountered or anticipated and recommendations for resolution.³
- (c) A summary of progress to date expressed in terms of percentage completion for each Task Order.
- (d) Plans for the next reporting period.

Financial Status Section

- (a) Provide the total cost (value) of each task order, the total amount of funds obligated to date for the task order, and the balance of funds required to complete the work by fiscal year as follows:

Total	Funds	Balance of Funds
Negotiated	Obligated	By Fiscal Year
Cost	<u>To Date</u>	FY___ FY___ FY___

- (b) Provide the total direct staff effort and amount of funds expended (costed) during the period and total cumulative to date in the following categories:

³If the recommended resolution involves a Task Order modification, e.g., change in work requirements, level of effort (costs), or period of performance, the contractor shall immediately notify the Project Officer and send a separate letter to the Contracting Officer with copies provided to the Contract Administrator in the Office of Inspection and Enforcement.

	<u>Period</u>	<u>Cumulative</u>
Direct Staff Effort (PSY)		
Funds (\$000)		
(i) Direct Labor		
(ii) Indirect Labor		
(iii) Automated Data Processing support		
(iv) Travel		
(v) Subcontracts		
(vi) Equipment and materials		
(vii) Overhead		
(viii) Other (specify)		
TOTAL		(%) ⁴

License Fee Recovery Cost Report

For those Task Orders identified as fee recoverable, a license fee recovery cost report shall be submitted by the 15th of the month to the Project Officer with copies provided to the IE Contract Administrator and the Contracting Officer.

Pursuant to the provisions of NRC Regulation 10 CFR 170, provide the total amount of funds expended (costed) during the period and cumulative to date for each task (e.g., by facility or report), and report them on a separate page as part of this report in the following format:

FIN:
TITLE:
PERIOD:

<u>Facility Name/ Report Title</u>	<u>Facility Docket/Report Number</u>	<u>Identi- fication Number*</u>	<u>Costs Per Period</u>	<u>Cumulative Costs This FY</u>
--	--	---	---------------------------------	-------------------------------------

Note: If there exists a task under this Task Order that is relevant and common to several other tasks and the effort is required in order to perform the reviews, the costs for the common effort must be prorated to each review to which it applies.

*Insert as applicable. The identification number may have different labels, such as TAC or Case Control Number.

Evaluation Reports

Completion dates for the evaluation reports will be specified in the individual task orders. Typically these evaluation reports will be completed 7 to 10 days after completion of the review or inspection.

⁴Provide percentage against total funds obligated to date.

The report should be submitted in the format indicated by the NRC Project Officer. The Project Officer may contact the contractor personnel to discuss the report and further work may be required as the report is edited by the NRC and incorporated into the final report.

Other Reports

Other required submittals may include (1) a written plan of technical assistance efforts to be submitted prior to the review/inspection (2) a summary report of lessons learned from the various design inspections and reviews (3) a draft of proposed IE information notice, or (4) other report deemed necessary by the Project Officer.

F.2 Place of Delivery

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

U.S. Nuclear Regulatory Commission
Attn: , Project Officer
Office of Inspection & Enforcement
Division of Quality Assurance, Safeguards
and Inspection Programs
Mail Stop: *
Washington, DC 20555

One copy shall also be furnished to the following:

- (a) U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Contracting Officer
Mail Stop AR 2223
Washington, DC 20555
- (b) Contract Administrator, Office of Inspection and Enforcement
- (c) Director, Division of Quality Assurance, Vendor, and Technical Training Programs
- (d) Director, Division of Inspection Programs
- (e) Chief, Quality Assurance Branch

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 to completion thereof, estimated to occur within 36 months after said contract is effective.

F.4 FAR Citations

The contractor shall refer to Section I, Clause No. 52.252-2 for citations incorporated by reference.

Section G - Contract Administration Data

G.1 Task Orders

Task Orders for services under this contract shall be issued at the sole option of the NRC, and it is understood that NRC undertakes no obligation to issue Task Orders hereunder. Additionally, NRC reserves the right to withdraw a proposed Task Order at any time prior to its formal award. Only Contracting Officer of the U.S. Nuclear Regulatory Commission may authorize the initiation of work under this contract. The provisions of this contract shall govern all task orders issued hereunder.

G.1.1 Request for Proposal

For each Task Order issued, the Contracting Officer will transmit to the contractor a written letter Task Order Request for Proposal. That Task Order Request for Proposal will specify all pertinent information regarding the work to be performed including, as a minimum, the following:

1. Scope of Work/Meetings/Travel and Deliverables
2. Reporting Requirements
3. Period of Performance - Place of Performance
4. Applicable Special Provisions
5. Technical Skills Required
6. Estimated Level of Effort

NRC will provide the contractor with drawings, specifications, management plans, experimental requirements, schedules and other information required to accomplish the work described in each Task Order issued hereunder, if applicable.

This material is provided for such information and assistance as it may provide the contractor with respect to the general scope of work to be performed. Only the material which is referred to above will be furnished by the Government.

G.1.2 Technical Proposal

By the date specified in the Task Order Request for Proposal, the contractor shall deliver to the NRC Contracting Officer a written technical Task Order proposal that provides, when applicable, the following:

- (1) A discussion of the scope of work requirements to substantiate the contractor's understanding of the requirements of the Task Order and his proposed method of approach to meet the objective of the order.
- (2) 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.
- (3) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the Task Order.
- (4) Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the Task Order.
- (5) Description of any significant former or current contractual and organizational relationships of the offeror, its employees, consultants or expected subcontractor(s), with industries regulated by the NRC, e.g., utilities, etc., and suppliers thereof, e.g., architect engineers, reactor manufacturers, or applicants/licensees, etc., that might give rise to an apparent or actual conflict of interest (as described in Attachment 2 to this Request for Proposal) in the event of an award.

A negative statement, if applicable, is required to be submitted.

G.1.3 Cost Proposal

The contractor shall also submit a cost proposal with each Task Order technical proposal, utilizing the Standard Form 1411, Contract Pricing Proposal. Each Task Order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts, including:

- (1) Direct labor by categories, quantity of hours and applicable hourly rates and extensions thereof.
- (2) Indirect cost rates, general and administrative, fringe, overhead and extensions thereof.
- (3) Itemized material costs, when applicable.
- (4) Itemized travel costs, when applicable.
- (5) Contractor's fixed fee, if any, to be negotiated for each Task Order.
- (6) Total estimated cost.

G.1.4 Task Order Award

Following negotiation of the contractor's Task Order proposal, the NRC Contracting Officer will issue a formal, definitized Task Order to include the following:

- (1) Statement of Work and Deliverables
- (2) Period of Performance
- (3) Name of Project Officer and Technical Monitor
- (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

G.1.5 Accelerated Procedure

The contractor shall not commence work prior to receipt of a definitized Task Order signed by the NRC Contracting Officer. However, in some circumstances, it may be necessary for the contractor to commence work before he has submitted his proposal and before a final cost and fee has been agreed upon and a definitized Task Order is issued. Accordingly, when the NRC Contracting Officer so authorizes, the contractor shall, within 24 hours (or as otherwise stated) of receipt of verbal Task Order request for proposal, proceed with the work subject to an agreeable limitation (based on telephonic negotiations).

Where the contractor is authorized as indicated above to commence work prior to the definitization of a task order, the NRC Contracting Officer, within 30 days or such additional period as may be mutually agreed upon after receipt of the contractor's proposal, shall either:

- (1) Notify the contractor of the need for further negotiations. When an agreement on cost and fee is reached, the NRC Contracting Officer shall then definitize the Task Order.
- (2) Definitize the Task Order, thereby accepting the contractor's proposed price.
- (3) Terminate the Task Order either in part or in its entirety in accordance with the termination clauses of this contract.

G.1.6 Task Order Ceiling

Each Task Order will be in accordance with the Limitation of Cost Clause (Section I, 52.232-20).

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.

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.5 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 as detailed in the Federal Travel Regulations, actual subsistence costs shall be reimbursed in accordance with the Federal Travel Regulations
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.

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 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. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
 - 5. Telegraphic abbreviation of financial institution
 - 6. Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
 - 7. Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
 - 8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
 - 9. Telegraphic abbreviation of correspondent financial institution
 - 10. Signature and title of person supplying this information

- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

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 task 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 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.3 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.4 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.5 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.6 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.7 Contractor's Duty to Safeguard Sensitive Information

In the performance of the work under this contract, the contractor shall, in accordance with the Nuclear Regulatory Commission (NRC) security regulations and requirements, be responsible for safeguarding sensitive information and protecting against unauthorized disclosure, loss, and theft, the sensitive information in the contractor's possession in connection with the performance of work under this contract. The contractor agrees to comply with all security regulations and requirements of the NRC. Except as otherwise expressly provided for in this contract, the contractor shall, upon completion or termination of this contract, transmit to the NRC any sensitive information in the possession of the contractor or any person under the contractor's control in connection with performance of this contract.

Sensitive Information -- includes proprietary information, safeguards information, Naval Nuclear Propulsion Information, and other information withheld from public dissemination under the Freedom of Information Act, Privacy Act, or Atomic Energy Act, and information not exported to foreign countries or prohibited to be disclosed to foreign countries.

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 NRC.

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

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

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

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

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

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(R 7-203.27 1967 JUN)

*To be incorporated into any resultant contract.

52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM).
(APR 1984)--Alternate I. (APR 1984)

(a) Definitions.

"Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Made," when used in relation to any invention, means the conception or first actual reduction to practice of such invention.

"Small business firm" means a small domestic business concern as defined at Section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a) or any domestic nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments and international organizations pursuant to the following treaties or international agreements: or pursuant to any future treaties or agreements with foreign governments or international organizations.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor.

(1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 12 months of disclosure; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 2 years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will

file patent applications in additional countries within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above, or elects not to retain title (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations (if any) and the Federal

Property Management Regulations concerning the licensing of Government- owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(g) Subcontracts. (1) The Contractor shall include this clause (52.227-11 of the Federal Acquisition Regulation (FAR)), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and

such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. (1) The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304- 1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(i) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(ii) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(iii) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(iv) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention (provided, that such assignee will be subject to the same provisions as the Contractor);

(2) The Contractor may not grant exclusive licenses under United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of--

(i) Five years from first commercial sale or use of the invention;
or

(ii) Eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, the Federal agency approves a longer exclusive license. If exclusive field-of-use licenses are granted, commercial sale or use in one field of use will not be deemed commercial sale or use as to other fields of use, and a first commercial sale or use with respect to a product of the invention will not be deemed to end the exclusive period to different subsequent products covered by the invention;

(3) The Contractor shall share royalties collected on a subject invention with the inventor; and

(4) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education.

(1) Communications. Reserved.

(End of clause)

(R 7-302.23(h) 1981 JUL)

(R 7-303.23(b) 1981 JUL)

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

52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT. (APR 1984)

Section F

52.212-13 STOP-WORK ORDER. (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)
52.208-3 CONFLICTS. (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)
52.215-24 SUBCONTRACTOR COST OR PRICING DATA. (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. (APR 1984)
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)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (APR 1984)
52.222-3 CONVICT LABOR. (APR 1984)
52.222-26 EQUAL OPPORTUNITY. (APR 1984)
52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
VETERANS (APR 1984)
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.227-1 AUTHORIZATION AND CONSENT. (APR 1984)
52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT
INFRINGEMENT. (APR 1984)
52.227-3 PATENT INDEMNITY. (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)
52.230-5 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES.
(APR 1984)
52.232-17 INTEREST. (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)

52.244-2 SUBCONTRACTS UNDER COST-REIMBURSEMENT AND LETTER CONTRACTS.
(APR 1984)
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)
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (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