AWARD/CONTRACT135

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE	OF	PAGES
	N/A	1		

2. CONTRACT NO. (Proc. Inst. Ident.)	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
NRC-HQ-11-C-03-0058	See Block 16c. below	NRR-11-129 FAIMIS: 112135

5. ISSUED BY	CODE	6. ADMINISTERED BY (If other than Item 5)	CODE
U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie M. Whipple, 301-492-3628 Mail Stop TWB-01-B10M Washington, DC 20555	3100	U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop TWB-01-B10M Washington, DC 20555	3100

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)	8. DELIVERY	9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM
SOUTHWEST RESEARCH INSTITUTE INC 6220 CULEBRA RD SAN ANTONIO TX 782385100	☐ FOB ORIGIN ☒ OTHER (See below)			

CODE	007936842	FACILITY CODE	

11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
U.S. Nuclear Regulatory Commission Mail Stop TWB-01-B10M Materials, Security and Administration Branch (MSA) Washington DC 20555		Department of Interior/NBC, NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	3100

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c)( ) ☒ 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
20-11-4-148 J4641 253A 31X0200.020 OBLIGATE: $80,000
FAIMIS: 112135 NAICS: 541990 PSC: R421

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Contractor shall perform the work described in the attached Statement of Work entitled "Center for Nuclear Waste Regulatory Analysis Technical Assistance in Support of Probabilistic Risk Assessment, Fire Protection, Accident Dose Assessments Licensing Activities Related to Nuclear Reactor Regulation." Period of Performance: Date of Award-9/28/12 with options thru 9/30/15 Contract Type: CPFF DUNS: 007936842	CONTRACT CEILING: CONTRACT CEILING INCLUSIVE OF ALL OPTIONS:			$306,929 $983,228
				15G. TOTAL AMOUNT OF CONTRACT	

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B-1			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	C-1	x	J	LIST OF ATTACHMENTS	J-1
x	D	PACKAGING AND MARKING	D-1			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
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x	F	DELIVERIES OR PERFORMANCE	F-1				
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ 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 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. ☐ 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)	20A. NAME OF CONTRACTING OFFICER
R.B. Kalmbach, Executive Director, Contracts	Valerie M. Whipple Contracting Officer
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED 7/26/2011
20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED 8/15/2011

STANDARD FORM 26 REV. (4-85)

SUNSI REVIEW COMPLETE

AUG 16 2011

TEMPLATE - ADM001

ADM002

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Center for Nuclear Waste Regulatory Analyses Technical Assistance in Support of Probabilistic Risk Assessment, Fire Protection, and Accident Dose Assessments Licensing Activities Related to Nuclear Reactor Regulation

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

(a) Brief description of work:

The objective of this contract is to obtain technical assistance to support NRR/DRA with performing their regulatory function over the next 4.5 years. The support activities include, but are not limited to, the following: acceptance review of fire protection and AST LARs, Accident Progression and Source Term Analysis for Design Basis and Severe Accidents, Risk-Informed Technical Specification (TSs) LARs preparation of a safety evaluation report (SER), review of Severe Accident Mitigation Alternatives (SAMAs) and Severe Accident Mitigation Design Alternatives (SAMDAs), licensee submittals on Severe Accident Management Guidelines (SAMG) and External Events (e.g., hazard from earthquakes, tsunami, floods, extreme winds, and tornado) and participation in site audits, support of Advisory Committee on Reactor Safeguards (ACRS) presentations, support of technical issues, preparation of technical reports, review of licensee PRA quality, developing and updating fire protection inspection producers and guidance, support fire protection regional inspections, fire protection training for both regional and resident inspectors, technical assistance in developing and implementing policies, processes, and guidance documents (SRPs, Regulatory Guides (RGs), and Generic Communications associated with NRR licensing and oversight program, support of pre-application activities, and support for potential litigation or hearings.

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

B.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989) ALTERNATE 1 (JUN 1991)

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is **$306,929**, increased with the exercise of options, as follows:

$306,929	**Base Period**
$220,207	**Option 1 (if exercised)**
$225,463	**Option 2 (if exercised)**
$230,629	**Option 3 (if exercised)**
$983,228	**Total if all options exercised**

The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is **$80,000**.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

[For this Solicitation, there are NO clauses in this Section]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with Management Directive 3.7, "NUREG-Series Publication." Management Directive 3.7 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

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

(a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;

(b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at $50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

(a) Total estimated contract amount.

(b) Total funds obligated to date.

(c) Total costs incurred this reporting period.

(d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

(f) Balance of obligations remaining.

(g) Balance of funds required to complete contract/task order.

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

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

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

(i) Property status:

(1) List property acquired for the project during the month with an acquisition cost between $500 and $49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of $50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of $50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

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

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

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

(a) Project Officer (**electronic** copies)

April.Bucher@nrc.gov
Naeem.Iqbal@nrc.gov

(b) Contracting Officer (1 copy)

Valerie Whipple, Sr. Contract Specialist
U.S. Nuclear Regulatory Commission
Mail Stop: TWB-01-B10M
Washington, DC 20555

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

The ordering period for this contract shall commence on **Date of Award** and will expire on **September 28, 2012**. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional **three one-year options.**

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: **April Bucher**.

Address: **U.S. Nuclear Regulatory Commission**
Office of Nuclear Reactor Regulatory (NRR)
Mail Stop: OWFN 13F15M
Washington, DC 20555

Telephone Number: **301-415-5142**

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

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

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

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

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

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

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

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the

contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed **the amounts below** without the prior approval of the contracting officer.

Base Period:	**$28,116**
Option Year 1:	**$19,032**
Option Year 2:	**$19,032**
Option Year 3:	**$19,032**

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

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

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

INDIRECT COST POOL	RATE	BASE	PERIOD
Fringe Benefits	[redacted]	[redacted]	**DOA – until revised**
CNWRA O/H & G&A			**DOA – until revised**

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

G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

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

(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; and

(6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds $100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

(1) Statement of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance;

(4) Key personnel;

(5) Applicable special provisions; and

(6) Total task order amount including any fixed fee.

G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

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

G.6 ORDERING PROCEDURES (MAY 1991)

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

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

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

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

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

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

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

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

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

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

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

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

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

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

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

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

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

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

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

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

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

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

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

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

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

H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Name	Title
[redacted]	**Program Manager** **Principal Investigator**

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision 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. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

H.4 LICENSE FEE RECOVERY COSTS (APR 1992)

Included as an attachment in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice.

H.5 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

H.6 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manger to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection

information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

H.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

H.9 PROHIBITON OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

H.10 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving,"(October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

52.202-1	DEFINITIONS	JUL 2004
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52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
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52.204-2	SECURITY REQUIREMENTS	AUG 1996
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52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
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52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
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52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
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52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
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52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
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52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP 2010
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984)	DEC 2007
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52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
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52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE V (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUNE 2007)	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY ALTERNATE II (JUNE 2007)	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.246-23	LIMITATION OF LIABILITY	FEB 1997
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52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.2 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)

(a) Definitions. As used in this clause--

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value means" the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

I.3 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.7 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **contract expiration**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **the Maximum Order Limitation (See Section B.3 above)**;

(2) Any order for a combination of items in excess of **the Maximum Order Limitation (See Section B.3 above)**; or

(3) A series of orders from the same ordering office within **7 days** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **52 months**.

I.7 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

I.8 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.9 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,000; and

(3) Includes work performed in the United States.

I.10 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that --

(1) Occurs after Government acceptance of services performed under this contract; and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good

faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of --

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

I.11 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
1	STATEMENT OF WORK/SPECIFICATION
2	BILLING INSTRUCTIONS
3.	CONTRACTOR SPENDING PLAN
4.	WEBSITE FOR MANAGEMENT DIRECTIVE 3.7: http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-3.html

STATEMENT OF WORK

Project Title:	Center for Nuclear Waste Regulatory Analyses Technical Assistance in Support of Probabilistic Risk Assessment, Fire Protection, and Accident Dose Assessments Licensing Activities Related to Nuclear Reactor Regulation
Job Code No.:	J-4641
Budget & Reporting No.:	To be assigned with each task order
Budget Object Classification Code:	To be assigned with each task order
Technical Assignment Control No.:	To be assigned
Docket Number:	To be assigned
Fee Recoverable:	As specified under each task order issued
NRC Issuing Office:	Office of Nuclear Reactor Regulation
NRC Project Manager:	To be assigned
NRC Technical Monitor:	To be assigned with each task order
Performing Organization:	Center for Nuclear Waste Regulatory Analyses (CNWRA) hereafter Center

1.0 BACKGROUND

The Office of Nuclear Reactor Regulation (NRR) is a major program office of the U.S. Nuclear Regulatory Commission (NRC) that is responsible for the licensing and regulatory oversight of commercial nuclear power reactors, research reactors, and test reactors in the United States. NRR develops and implements regulations and policies, programs, and procedures pertaining to all aspects of licensing and inspection of these facilities. The wide range of NRR activities includes the review of operating reactor license amendments and the development of programs to guide regional office-based inspections from the outset of plant construction throughout the facility's operating lifetime. NRR identifies and takes actions regarding conditions and licensee performance that may adversely affect public health and safety, the environment, or the safeguarding of nuclear reactor facilities. The program office assesses and recommends, or takes, actions regarding incidents or accidents.

The Division of Risk Assessment (DRA) is one of four technical divisions reporting to one-of-two Deputy Office Directors. DRA is responsible for performing Probabilistic Risk Assessment (PRA) safety evaluations of licensee implementation of NRR requirements and changes to existing licenses. DRA provides technical expertise for special inspections, projects, programs,

and policy activities. These reviews are performed under the cognizance of four branches: Fire Protection Branch (AFPB), PRA Licensing Branch (APLA), PRA Operational Support Branch (APOB), and Accident Dose Branch (AADB).

AFPB is responsible for the review and evaluation of functional performance requirements, design, and performance of essential active and passive fire protection features including detection and suppression systems. Specifically, AFPB reviews and evaluates issues related to post-fire safe shutdown, multiple spurious actuations, manual operator actions, and electrical raceway fire barrier systems. AFPB develops and updates Regulatory Guides (RGs) and Standard Review Plans (SRP) to support implementation of deterministic and risk informed/performance-based (RI/PB) regulations.

APLA provides safety evaluations for license amendment requests, and technical specification initiatives. Applies risk informed methods to support resolution of regulatory issues such as generic issues and plant specific emergent issues that may require prompt safety significance determination and regulatory intervention. Supports development of PRA consensus standards and implementation of appropriate PRA quality requirements for application of risk analysis to regulatory decision making requirements. Provide technical support to incidents requiring a risk informed evaluation on an as needed basis.

APOB ensures that PRA information and risk and reliability analysis methods are appropriately applied in NRC operational decision-making. APOB integrates risk insights with other regulatory insights and develops recommendations, in coordination with the regional offices, for appropriate regulatory responses in NRC's Reactor Oversight Process. APOB develops and maintains risk assessment tools used for the Significance Determination Process. APOB provides risk assessment services for emergent safety issues including reactor events, Notice of Enforcement Discretion requests, and other special requests.

AADB performs safety evaluations of reactor accident dose assessments as modeled in design basis analyses. These technical analyses are performed in support of regulatory decisions on license amendments, combined operating licenses, early site permits, and certification of advanced reactor designs. Reviews operating experience to assess the significance of reportable events involving radiological dose assessment and control room habitability. Develops regulatory guidance on meteorology and accident dose assessments.

The Office of NRR seeks to acquire technical assistance for review of key components of the nuclear power plant fire protection program, PRA, risk-informed licensing actions, and accident dose assessments, and license applications in support of NRC's mission. The proposed contract will provide technical assistance in evaluating License Amendment Requests (LARs) related to the various DRA licensing activities. The contract will provide assistance in evaluating Fire PRA, fire modeling, post-fire safe-shutdown/circuit analysis, fire protection inspections, and generic fire protection program related to the operating nuclear power reactors. The technical support activities also include review of severe accident mitigation alternatives in support of operating license applications, risk-informed technical specification initiatives, and accident dose assessments and Alternate Sources Term (AST) LARs.

The work outlined here does not describe specific details of each task to be placed under this task-ordering contract. Each task order will be governed by a separate task-level Statement of Work (SOW) which will describe in detail the requirements and level of effort needed for that requirement.

2.0 OBJECTIVE

The objective of this contract is to obtain technical assistance to support NRR/DRA with performing their regulatory function over the next 4.5 years. The support activities include, but are not limited to, the following: acceptance review of fire protection and AST LARs, Accident Progression and Source Term Analysis for Design Basis and Severe Accidents, Risk-Informed Technical Specification (TSs) LARs preparation of a safety evaluation report (SER), review of Severe Accident Mitigation Alternatives (SAMAs) and Severe Accident Mitigation Design Alternatives (SAMDAs), licensee submittals on Severe Accident Management Guidelines (SAMG) and External Events (e.g., hazard from earthquakes, tsunami, floods, extreme winds, and tornado) and participation in site audits, support of Advisory Committee on Reactor Safeguards (ACRS) presentations, support of technical issues, preparation of technical reports, review of licensee PRA quality, developing and updating fire protection inspection producers and guidance, support fire protection regional inspections, fire protection training for both regional and resident inspectors, technical assistance in developing and implementing policies, processes, and guidance documents (SRPs, Regulatory Guides (RGs), and Generic Communications associated with NRR licensing and oversight program, support of pre-application activities, and support for potential litigation or hearings. NRR plans to use the Contractor to augment the available staff resources and provide access to experts with competencies, accrued knowledge, and highly specialized skills in the areas of, but not limited to, the following: fire protection engineering; PRA and fire PRA; risk and reliability assessment; knowledge of plant systems and operational considerations important to risk nuclear, such as emergency power generating and distribution systems, technical specifications, and emergency operating procedures; severe accident and offsite consequence analysis; regulatory (cost/benefit) analysis; nuclear engineering; mechanical engineering; electrical engineering; civil engineering; chemical engineering; materials engineering; health physics, and quality assurance.

3.0 SCOPE OF WORK

The Contractor shall provide qualified, competent, and fully trained personnel to support NRR/DRA in a wide range of technical and scientific disciplines and in accomplishing its work-related activities aimed at ensuring the overall safety and adequacy of NRR/DRA licensing activities.

This contract will require specialists with expertise and experience in: (a) nuclear power plant fire protection and post-fire safe-shutdown analysis; (b) the application of PRA methodologies and commercial nuclear power reactor PRA results; (c) pressurized-water reactor and boiling-water reactor plant system designs; (d) NRC regulations, technical specifications and inspections procedures related to plant operations at full-power conditions and shutdown modes; (e) dose assessment, and (f) familiarity with the development of SERs.

The performance acceptance criteria included in this section are general in nature. Specific performance standards are delineated in Section 6.0, "Performance Standards." The scope of work involves placement of task orders in the following program areas:

3.1 Task Area 1 - Technical Support for Fire Protection Licensing Action Safety Reviews

The NRR/DRA/AFPB staff reviews applications from nuclear power plants for licensing actions. The licensing actions can range from simple administrative changes to their license, requests for amendment and exemption from NRC regulations, and complex technical changes related to all aspects of the operation of the plant (i.e., fire protection, power uprates, license renewal, radiation protection, quality assurance, maintenance, and radioactive waste management). The NRR/DRA staff performs safety reviews of the approved fire protection program changes on the licensing actions in accordance with the requirements in 10 CFR 50.48, "Fire protection." The NRC staff is seeking assistance with the preparation of SERs for licensing actions from nuclear power plants licensees related to functional performance and design requirements of essential active and passive fire protection features including detection and suppression systems, post-fire safe-shutdown/Appendix R, multiple spurious actuations, manual operator actions, and electrical raceway fire barrier systems. There may be need for laboratory testing to verify input parameters used by the licensees in their submittals. In addition, there will be need for fire protection review of the license renewal applications, and extended power uprate safety reviews. The technical assistance also includes development and update of fire protection inspection producers, and guidance documents (SRP and RGs) and Generic Communications, support fire protection regional inspections, fire protection training for both regional and resident inspectors. The objective of this task order is to obtain assistance with the preparation of SERs including related necessary information (e.g., RAIs to the licensee, and any site-specific information) to ensure that a thorough evaluation is performed.

The Contractor shall provide qualified professionals/Subject Matter Experts (SMEs) to review licensing action requests as directed by the NRR/DRA TM, which are submitted by the nuclear power plant licensees and associated relevant documents. The Contractor shall review the licensing action request documents to determine if the licensee has provided adequate information as needed for an SER. The Contractor shall identify and list areas that require additional information and provide that list to the NRR/DRA TM.

The Contractor shall keep the NRR/DRA TM informed (either via e-mail, phone call, or personal meeting) on a weekly basis and describe the information reviewed under this task, including deficiencies found in the submittal, and describe the actions to be taken to complete the SER in a timely manner.

Using the information provided by the NRR/DRA TM (i.e., licensing action, related supplemental information, and the licensee's response to any RAIs), the Contractor shall follow NRR Office Instructions, i.e., LICs in preparation of a SER. Deviations from the outline shall be approved by the NRR/DRA TM. The NRR/DRA TM shall provide several examples of fire protection SERs which show the types of typical licensing actions submitted by nuclear power plant licensees for the Contractor to follow.

The Contractor shall provide qualified professionals/SMEs to prepare formal RAIs, when determined appropriate, to obtain additional information to continue with the safety review. The RAIs shall cite the technical and regulatory basis for the requests. The Contractor shall also provide qualified professionals/SMEs to review licensees' responses to the RAIs and to determine whether the licensees' responses are acceptable. The deliverables for this task, if applicable, are the following: (1) draft RAIs, (2) final RAIs that have undergone technical editing, and (3) the SER input (with open items and final SER). The Contractor shall revise the draft RAIs to reflect the NRC staff comments and deliver the final RAIs after receipt of NRC's comments on the draft RAIs. The Contractor shall deliver the documentation of acceptability to the NRC TM after receiving responses from the licensee. The Contractor shall incorporate responses to the RAIs into the SER as appropriate. The Contractor shall develop the draft SER input with open items in accordance with "Safety Evaluation Report Writing Guidelines and Samples." The TM and/or plant PM will coordinate any internal NRC staff review of the draft SER with open items input and will prepare a set of NRC staff comments. The TM or plant PM will provide and discuss the comments with the Contractor. The Contractor shall revise the draft SER input with open items to address or close out the open items as appropriate and reflect the comments provided by the TM or plant PM. The Contractor shall then deliver the final SER input after receipt of the comments.

The Contractor shall develop and follow its quality control plan which outlines the procedures and system to be used for document version control, technical input tracking, change management, and technical and editorial reviews. The Contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review and production of the draft and final SER.

3.2 Task Area 2 Review of Risk-Informed Technical Specification Initiatives License Amendment Requests

The NRR/DRA/APLA staff reviews applications from nuclear power plants licensees for risk-informed TSs LARs to modify current Standard Technical Specifications (STSs) based on the risks associated with the corresponding plant configurations. Current STSs considers systems independently and do not account for the risk impact of other equipment being out of service.

3.2.1 Initiative 4b - Risk-Informed Completion Times modifies TS Completion Times (CTs) to reflect a configuration risk management approach that is more consistent with the approach described in the Maintenance Rule, as specified in 10 CFR 50.65(a)(4). This initiative is intended to maintain and improve safety through the incorporation of risk assessment and management techniques in TS, while reducing unnecessary burden and making TS requirements consistent with the Commission's other risk-informed regulatory requirements.

Further, Initiative 4b provides a methodology for determining risk-informed extended completion times (with a 30-day limit) for the required actions of the technical specifications. The methodology is based on establishing risk thresholds for the incremental core damage probability and the incremental large early release probability, and calculating the associated times to reach these thresholds.

The staff issued the license amendment for the first pilot plant, South Texas Project, in July 2007. The industry has expressed significant interest in implementing this change over the next

five years, with more than 40 submittals (LAR) identified as being planned. Vogtle Electric Generating Plant, Units, 1 and 2 has submitted a letter of intent for LAR.

Revision 0, of NEI 04-09, "Risk-Informed Technical Specifications Initiative 4B, Risk-Managed Technical Specifications (RMTS) Guidelines," industry methodology provides a risk-informed method to assess and manage the extension of CTs of TS action requirements.

The NRC staff approved NEI 07-09, Revision 0, by a SER in Agencywide Documents and Management System (ADAMS) Accession No. ML071200238, to amend TS to implement RMTS.

3.2.2 **Initiative 5b - Risk-Informed Surveillance Frequencies** relocates surveillance test intervals to a licensee-controlled document and provides a risk-informed method to change the intervals.
The staff approved the industry's guidance document (Revision 0 of NEI 04-10, "Risk-Informed Technical Specifications Initiative 5B, "Risk-Informed Method for Control of Surveillance Frequencies" in September 2006 along with the license amendment for the pilot plant, Limerick Generating Station.

Revision 1 of NEI 04-10, "Risk-Informed Technical Specification Initiative 5b, Risk-Informed Method for Control of Surveillance Frequencies," which relocates staggered testing requirements and makes other administrative changes, was approved by a SER in September 2007, (ADAMS Accession No. ML072570267). The associated Technical Specification Task Force (TSTF-425) guidance to revise the standard technical specifications (STS) was made available in July 2009. The industry has expressed significant interest in implementing this change over the next 5 years, with 50 submittals identified as being planned. Four sites with eight units have received approval via safety evaluations under Initiative 5b. The Agency is nearing completion on safety evaluations for an additional 7 sites with 11 units. Finally, applications for an additional 10 sites with 19 units are under review.

General guidance for evaluating the technical basis for proposed risk-informed changes is provided in Chapter 19.0, Revision 1, "Use of Probabilistic Risk Assessment in Plant-Specific, Risk-Informed Decisionmaking: General Guidance," of the NRC SRP, NUREG-0800. More specific guidance related to risk-informed TS changes, including changes to TS CTs, is provided in SRP Section 16.1, "Risk-Informed Decisionmaking: Technical Specifications."

Specific methods and guidelines acceptable to the staff are also outlined in RG 1.177 for assessing risk-informed TS changes. Specifically, RG 1.177 provides recommendations for utilizing risk information to evaluate changes to TS CTs with respect to the impact of the proposed change on the risk associated with plant operation. RG 1.174 and RG 1.177 also describe acceptable implementation strategies and performance monitoring plans to help ensure that the assumptions and analysis used to support the proposed TS changes will remain valid. Finally, RG 1.200 establishes requirements for PRA technical adequacy.

The objective of this task is to seek technical assistance to support the safety review of risk-informed TS LAR submittals. Assistance in developing and implementing policies, processes, and guidance documents (SPRs and RGs) and Generic Communications associated with review and approval of LRAs, support of pre-application activities. The Contractor shall provide

all necessary personnel, equipment, facilities and materials to accomplish the requirements of this contract. The Contractor shall provide technical support to the DRA project team in reviewing and evaluating LARs. For each LAR, the project team, composed of Contractor and NRC staff, shall audit and review risk-informed TS LAR submitted by the licensee.

Each project team shall be led by a plant Project Manager (PM); the team staff shall be knowledgeable and experienced in the areas of PRA; knowledge of plant systems and operational considerations important to risk, such as emergency power generating and distribution systems, technical specifications, and emergency operating procedures.

For fire PRA quality review, the team evaluates and audits the fire PRA quality the licensee proposes to ensure that they are consistent with RG 1.200 and reviews other selected plant-specific fire PRA. The team reviews the licensee's plant specific PRA model to determine whether the information provided meets the requirements of RGs 1.174, 1.177, and 1.200, and NUREG-0800, SRP Chapter 19.0.

The Contractor shall provide qualified professionals/SMEs to participate in an NRC-led on-site project team audit. The on-site audit will require the Contractor to support a travel trip of up to one week to the nuclear power plant under review for each LAR. The purpose of the team audit is to determine whether the licensee has sufficient on-site documentation, as indicated in its LAR, to demonstrate that the PRA quality, which are determined by the licensee to be consistent with the RG 1.200 or previously approved staff positions, are actually consistent.

The Contractor shall provide qualified professional technical staff/SMEs to prepare and review the audit report. The Contractor shall ensure the report is technically correct and complete. The Contractor shall incorporate comments from the peer review, and comments from the NRC staff into the final audit report. The Contractor shall also provide technical writing services to prepare the final audit report.

The Contractor shall provide qualified professionals/SMEs to prepare formal RAIs, when determined appropriate, to obtain additional information to continue with the safety review. The RAIs shall cite the technical and regulatory basis for the requests. The Contractor shall also provide qualified professionals/SMEs to review licensees' responses to the RAIs and to determine whether the licensees' responses are acceptable. The deliverables for this task, if applicable, are the following: (1) draft RAIs, (2) final RAIs that have undergone technical editing, and (3) the SER input (with open items and final SER). The Contractor shall revise the draft RAIs to reflect the NRC staff comments and deliver the final RAIs after receipt of NRC's comments on the draft RAIs. The Contractor shall deliver the documentation of acceptability to the NRC TM after receiving responses from the licensee. The Contractor shall incorporate responses to the RAIs into the SER as appropriate. The Contractor shall develop the draft SER input with open items in accordance with "Safety Evaluation Report Writing Guidelines and Samples." The TM and/or plant PM will coordinate any internal NRC staff review of the draft SER with open items input and will prepare a set of NRC staff comments. The TM or plant PM will provide and discuss the comments with the Contractor. The Contractor shall revise the draft SER input with open items to address or close out the open items as appropriate and reflect the comments provided by the TM or plant PM. The Contractor shall then deliver the final SER input after receipt of the comments.

The Contractor shall develop and follow its quality control plan which outlines the procedures and system to be used for document version control, technical input tracking, change management, and technical and editorial reviews. The Contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review and production of the draft and final SER.

3.3 Task Area 3 - Review of Severe Accident Mitigation Alternatives for Operating Nuclear Power Plants and Review of Severe Accident Mitigation Design Alternatives for Nuclear Power Plants

The NRR/DRA/APLA staff reviews Severe Accident Mitigation Alternatives (SAMAs) in support of operating reactor license renewal and Severe Accident Mitigation Design Alternatives (SAMDAs) of reactor operating licensing activities in accordance with 10 CFR Part 51. As part of the environmental review performed for license renewal for U.S. plants, licensees perform a SAMA analysis. A SAMA analysis is a systematic search for potentially cost beneficial enhancements to further reduce nuclear power plant risk. The SAMA analyses completed to date, including: (i) the onsite and offsite economic impacts of a severe accident and their typical estimated values; (ii) the types of enhancements considered/evaluated in a SAMA analysis; (iii) examples of the potentially cost-beneficial improvements (SAMAs) identified through the analyses; and (iv) the level of risk reduction that can be achieved through SAMA implementation. An applicant for license renewal is required by 10 CFR 51.53(c)(3)(ii)(L) to consider alternatives to mitigate severe accidents at the plant. In addition, there may be need to review the licensee submittals on Severe Accident Management Guidelines (SAMG) and External Events (e.g., hazard from earthquakes, tsunami, floods, extreme winds, and tornado).

The objective of this task order is to obtain expert technical assistance from the Contractor to assist the staff in determining the adequacy of the SAMA analysis to support a Supplemental Environmental Impact Statement for license renewal. The Contractor shall evaluate and prepare SAMA SER including related necessary information (e.g., requests for additional information to the applicant, and any site-specific information) to ensure that a thorough evaluation is performed. Section 5.4 of the U.S. Nuclear Regulatory Commission's (NRC), "Generic Environmental Impact Statement for License Renewal of Nuclear Plants" (NUREG-1437) provides background information on the genesis of the SAMA regulatory requirement.

In 1980 NRC issued an interim policy statement on the consideration of severe accidents in Environmental Impact Statements (EISs) applicable to Construction Permit and Operating License applications submitted on or after July 1, 1982. The policy statement states that it is "the intent of the Commission that the staff take steps to identify additional cases that might warrant early consideration of either additional features or other actions which would prevent or mitigate the consequences of severe accidents." These features have become known as severe accident mitigation design alternatives (SAMDAs) when applied at the design stage, or SAMAs when applied in the context of extending an operating license. But the scope of the analyses is the same. The term SAMA will be used to represent such analysis in the rest of this SOW.

SAMA evaluations have more broadly interpreted the scope of potential improvements to include alternatives for preventing severe accidents, accident management measures, and reliability assurance programs. Potential improvements expected to be evaluated include:

engineering changes to risk-significant systems, structures, and mechanical components; improvements to technical specifications and in-service inspection activities; and improvements to emergency operating procedures. The Contractor also assist in developing and implementing policies, processes, and guidance documents (SPRs and RGs), and Generic Communications associated with review and approval of SAMAs.

The Contractor shall provide qualified professionals/SMEs to review SAMA as directed by the NRC TM, which are submitted by the nuclear power plant and associated relevant documents. The Contractor shall review the relevant SAMAs documents to determine if the applicant provided adequate information needed for a SER. The Contractor shall identify and list areas that require additional information and provide that list to the NRC TM.

The Contractor shall keep the NRC TM informed (either via e-mail, phone call, or personal meeting) on a weekly basis and describe the information reviewed under this task, including deficiencies found in the SAMA documents, and describe the actions to be taken to complete the SER in a timely manner. The Contractor also shall consider any coordination necessary to cover laws and regulations other than National Environmental Policy Act (NEPA).

Using the information provided by the NRC TM (i.e., related supplemental information, and the licensee's response to any RAIs), the Contractor shall follow LIC-203, Revision 2, "Procedural Guidance for Preparing Environmental Assessments and Considering Environmental Issues," in preparation of a draft SER. Deviations from the outline shall be approved by the NRC TM. The NRC TM shall provide several example SAMA SER which show the types of typical SER for the Contractor to follow. The Contractor shall perform an evaluation of SAMAs with an emphasis on the completeness of design alternatives considered by the license renewal applicant and the reasonableness of the applicant's analyses of risk reduction and costs for each candidate improvement.

The Contractor shall provide qualified professionals/SMEs to prepare formal RAIs, when determined appropriate, to obtain additional information to continue with the SAMA assessment. The RAI shall cite the technical and regulatory basis for requesting the information. The Contractor shall also provide qualified professionals/SMEs to review applicant's responses to the RAI and to determine whether the applicant's responses are acceptable. The deliverables for this task, if applicable, are the following: (1) draft RAIs, (2) final RAIs that have undergone technical editing, and (3) the SAMA SER input. The Contractor shall revise the draft RAIs to reflect the NRC staff comments and deliver the final RAIs after receipt of NRC's comments on the draft RAIs. The Contractor shall deliver the documentation of acceptability to the NRC TM after receiving responses from the applicant. The Contractor shall incorporate responses to the RAIs into the SER as appropriate. The TM will coordinate any internal NRC staff review of the SAMA SER and will prepare a set of NRC staff comments. The TM will provide and discuss the comments with the Contractor. The Contractor shall revise the draft SAMA SER input to reflect the comments provided by the TM and deliver the final SAMA SER input after receipt of the comments.

The Contractor shall develop and follow its quality control plan which outlines the procedures and system to be used for document version control, technical input tracking, change management, and technical and editorial reviews. The Contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review

and production of the SAMA SER.

3.4 Task Area 4 - Review of Alternate Source Term License Amendments Requests, Radiological Dose Assessment, and Control Room Habitability Licensing Activities

The NRR/DRA/AADB staff reviews AST LARs based on 10 CFR 50.67, a substantial revision to the licensing basis of nuclear power plants to allow a more realistic source term that increases operational margin and allows large power uprates. The AST is designed to test the ability of emergency safety features, primarily the containment, to mitigate the consequences of severe accidents resulting in core damage, such as a large break Loss-of-Coolant Accident (LOCA) without Emergency Core Cooling System (ECCS) operation. Compliance with the AST regulations provides reasonable assurance that public health and safety is protected by limiting radiation doses under design basis accident conditions. RG 1.183 provides an acceptable guidance to implement AST. AST LARs safety review includes Design Basis Accidents (DBAs) radiological consequences. DBA radiological consequences analyses are performed to evaluate the containment, radiological release mitigation features (Engineered Safety Feature (ESF) or natural), and siting of nuclear power facilities. The DBAs analyzed are chosen based on knowledge of expected plant response to postulated accident conditions and likely pathways for radioactive material airborne release to the environment. The DBAs evaluated for the following radiological consequence scenarios: DBA LOCA, BWR mail Steam line Break, BWR Road Drop Accident, PWR Steam Generator Tube Rupture, PWR mail Steam Line Break, PWR Locked Rotor, PWR Rod Ejection Accident, Fuel Handling Accident, and Spent Fuel Cask Drop and Accident Progression and Source Term Analysis for Design Basis and Severe Accidents

The objective of this task is to seek technical assistance to support the safety review of AST LAR submittals. The Contractor shall provide all necessary personnel, equipment, facilities and materials to accomplish the requirements of this contract. The Contractor shall provide technical support to the DRA project team in reviewing and evaluating AST LARs. For each LAR, the project team, composed of Contractor and NRC staff, shall audit and review risk-informed TS LAR submitted by the licensee. The Contractor also assist in developing and implementing policies, processes, and guidance documents (SPRs and RGs), and Generic Communications associated with review and approval of LARs.

The Contractor shall provide qualified professionals/SMEs to review AST LARs as directed by the NRC TM, which are submitted by the nuclear power plant and associated relevant documents. The Contractor shall review the relevant LARs documents to determine if the applicant provided adequate information needed for a SER. The Contractor shall identify and list areas that require additional information and provide that list to the NRC TM.

The Contractor shall keep the NRC TM informed (either via e-mail, phone call, or personal meeting) on a weekly basis and describe the information reviewed under this task, including deficiencies found in the LAR submittals, and describe the actions to be taken to complete the SER in a timely manner.

The Contractor shall provide qualified professionals/SMEs to prepare formal RAIs, when determined appropriate, to obtain additional information to continue with the LARs submittals. The RAI shall cite the technical and regulatory basis for requesting the information. The

Contractor shall also provide qualified professionals/SMEs to review applicant's responses to the RAI and to determine whether the applicant's responses are acceptable. The deliverables for this task, if applicable, are the following: (1) draft RAIs, (2) final RAIs that have undergone technical editing, and (3) the LAR SER input. The Contractor shall revise the draft RAIs to reflect the NRC staff comments and deliver the final RAIs after receipt of NRC's comments on the draft RAIs. The Contractor shall deliver the documentation of acceptability to the NRC TM after receiving responses from the applicant. The Contractor shall incorporate responses to the RAIs into the SER as appropriate. The TM will coordinate any internal NRC staff review of the SER and will prepare a set of NRC staff comments. The TM will provide and discuss the comments with the Contractor. The Contractor shall revise the draft SER input to reflect the comments provided by the TM and deliver the final SER input after receipt of the comments.

The Contractor shall develop and follow its quality control plan which outlines the procedures and system to be used for document version control, technical input tracking, change management, and technical and editorial reviews. The Contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review and production of the SER.

3.5 Task Area 5 - Advisory Committee on Reactor Safeguards Support

The Contractor shall provide technical support to NRR/DRA staff during ACRS meetings (subcommittee and full-committee) to present the results of the NRR/DRA various licensing action technical support discussed above.. The activities may include, but are not limited to, the following: providing information, preparing input for the staff's presentation, and participating in the dry run and the ACRS meeting. The ACRS meeting is normally held several months after the completion of the SER inputs. The estimated effort should include refreshing of the specialist on the review and any technical issues. The dry run could be accomplished through telephone conference, if deemed acceptable by the TM. Two 2-day trip to the NRC Headquarters in Rockville, Maryland should be included in the estimate to support the ACRS sub-committee full-committee meetings. The deliverable for this task is Contractor support for the preparation for the ACRS meeting, support services for the dry run, and support for the duration of the ACRS meetings at the NRC Headquarters.

3.6 Task Area 6 - Atomic Safety and Licensing Board Panel Support

The Contractor shall provide experienced and qualified technical SMEs to support NRR/DRA staff in preparation for and during Atomic Safety and Licensing Board Panel (ASLBP) hearings. The activities associated with this task may include, but are not limited to the following: replying to contentions, preparing for ASLBP hearings, and participating in those hearings by presenting the results of the LAR safety review and providing testimony in response to questions by the ASLBP. The estimated effort should include refreshing of the specialist on the review and any technical issues. The preparation for the ASLBP hearings could be accomplished through telephone conference, if deemed acceptable by the TM. A one week trip to a town near the plant's location may be required.

4.0 WORK REQUIREMENTS AND SCHEDULE

On a task order basis, the Contractor shall provide the services of staff personnel to perform a

thorough review of fire protection licensing actions in the areas related to the scope of work described above. Below is a typical example of the review effort expected for each task order.

Safety Review Activities	Completion Schedule
1. Conduct detailed evaluation of the LAR, develop Request for Additional Information (RAI), and prepare Technical Letter Report (TLR). a. Review initial LAR against SRP b. Review any supplemental LAR material. c. Review any back-up calculations. d. Develope draft RAIs per LIC-101. e. Participate in conference calls.	Eight weeks after receipt of LAR submittal.
2. Develop the site-audit plan, participate in the on-site audit and develop the site-audit trip report per LIC-111 and prepare a TLR.	Two weeks after site audit trip completion.
3. After Task 2, re-evaluate draft RAIs from Task 1.d, develop any new RAIs, and prepare TLR. a. Utilizing on-site audit findings. b. Participate in conference calls.	Two weeks after site audit trip completion.
4. Evaluate RAI responses and prepare TLR. a. Develop draft SER; b. Develop additional RAIs, as needed. c. Participate in conference calls.	Four weeks after receiving RAI responses.
5. Evaluate and incorporate RAI responses updated input into final draft SER.	Two weeks after receipt of RAI responses.
6. Incorporate NRR/DRA comments and updates into the final SER.	One week after receiving responses.

5.0 PERSONNEL QUALIFICATIONS

All personnel performing work under this contract shall have pertinent technical experience by discipline and technical area, including Contractor PMs and team members. Experience in these disciplines and technical areas must be related to the design, construction, operation, maintenance, and inspection of nuclear power plants. Emphasis is placed on experience that is related to fire safety and post-fire safe-shutdown review where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed. It is the responsibility of the Contractor to propose technical staff, employees, Subcontractors or specialists who have the required educational background, experience, or combination thereof, to meet both the technical and regulatory objectives of the work specified in the task order SOW. The number of personnel required will vary during the course of the contract. The availability of qualified Contractor personnel, who shall possess the minimum experience, educational background, and combination thereof, will be negotiated on each task order.

The use of key personnel and any proposed change to key personnel on this contract is subject to the NRC PM's approval. This includes proposed use of principal persons (i.e., key contributors) during the life of the contract. The NRC will rely on representations made by the

Contractor concerning the qualifications of the personnel assigned to this PM, including assurance all information contained in the technical and cost proposal, including resumes, is accurate and truthful.

If any task will be subcontracted or performed by Subcontractors or consultants, the Contractor shall obtain the NRC TM's written approval of the Subcontractors or consultant prior to initiation of the subcontracted effort. Conflict of interest considerations shall apply to any Subcontracted effort.

5.1 Contractor Project Manager

The Contractor shall provide a responsible PM, who shall possess, at a minimum, a bachelor's degree in engineering or science. This individual shall also be considered as key personnel under the contract and serve as primary contact. As a minimum the Contractor's PM shall have the following responsibilities:

(1) Responsibility to provide oversight for all task orders placed under this contract;

(2) Responsibility to provide oversight for the efforts of any Contractor team that is assembled for each task order placed under this contract;

(3) Responsibility to perform other project management duties that are necessary for the successful completion of task orders and overall contract requirements;

(4) Responsibility to ensure the quality and schedule of deliverables so that all information and data are accurate and complete in accordance with the SOW for each task order; and

(5) Responsibility to interface closely with the PM and TM.

5.2 Required Technical Disciplines and Specialized Technical Areas

The Contractor shall ensure that the technical staff performing under this contract possess the necessary experience and expertise in the technical areas assigned to them. The NRC reserves the right to approve the PM(s) and the technical individual assigned to each task order issued from the necessary technical disciplines. They shall have a clear understanding of the depth of review generally required by the NRC and specifically required by the type of activity proposed by the licensee for the disciplines they represent. Technical staff shall also have experience presenting technical information and be able to provide written and oral testimony at adjudicatory hearings on the proposed actions as needed.

The Contractor shall provide the following:

Engineering and scientific disciplines required (a minimum of a bachelor's degree in engineering/science or equivalent experience is required):

- Fire Protection Engineering
- Fire Hazard Analysis/Fire Modeling

- Post-Fire Safe-Shutdown Analysis/Appendix R
- PRA and Fire PRA
- Risk and Reliability Assessment
- Mechanical Engineering
- Electrical Engineering
- Chemical Engineering
- Civil/Structural Engineering
- Nuclear Engineering
- Thermal Hydraulics and Fluid Dynamics
- Containment Systems
- Severe Accident Progression
- Radioactive Source Term Assessment
- Dose Assessment
- Health Physics
- Quality Assurance
- Audits and Inspections
- Regulatory Analysis/Economics
- Operating Experience Reviews

6.0 PERFORMANCE STANDARDS

Contractor performance for each task order will be evaluated based on meeting the performance standard established for each task order and shall be documented on the performance assessment report. It should be noted that award of subsequent task orders will be based on the assigned Contractor's ability to meet the schedule, milestones, and deliverable requirements of the preceding task orders. The deliverables required under this contract shall conform to the standards contained, or referenced, in the SOW for each task order.

6.1 Deliverables and Technical Reporting Requirements

The types, quantities and distribution of the reports will be specified in each task order. Typical reporting requirements will include, but not limited to the following:

1. At the completion of Subtasks 1.a., 1.b., and 1.c., submit a technical letter report that contains a summary of the work performed and results attained including a list of RAIs that clearly articulates the bases for the need for further information or discussion and an appropriate basis for the needed information. See Attachment 2.

2. At the completion of Task 2, submit a technical letter report, draft and final as appropriate, That contains the audit plan following the style and format of an NRC audit plan available in ADAMS under ML100540281.

3. At the completion of Task 3, submit a technical letter report that contains a summary of the activities performed, including documents reviewed or systems walk-downed, and a summary of significant highlights, observations, insights, and findings. Include a copy of any documents, slides, or other materials obtained on the trip, unless the staff indicates that they

already have these materials. As appropriate, describe possible resolution of the findings/observations, noting disposition responsibility (if appropriate) of the items presented and reviewed. Attach including a list of RAIs that clearly articulates the bases for the need for further information or discussion and an appropriate basis for the needed information. See Attachment 2.

4. At the completion of Task 4, submit a technical evaluation report that contains a summary of the work performed, the results attained, conclusions drawn based on all of the review work performed to date. Attached a list of any additional RAIs along with the bases for the RAI. See Attachment 2.

5. At the completion of Task 5, submit the updated technical evaluation report, draft and final as appropriate. Note any open items and their bases.

All reports are to be submitted electronically using Microsoft Word 2007 (Arial font regular 11 point) to the Technical Monitor (TM) with a copy provided to the Project Officer. The transmittal letter and cover page of each report or deliverable should reference the contract number, the Job Code Number (JCN), Task Order Number and Title, NRC TAC Number or Inspection Report Number, and the Facility Name and Docket Number, as appropriate. The Contractor may need to prepare certain deliverables in the NRC standard format. If draft reports are required, the number of drafts expected will be stated in each task order. If proprietary or other sensitive information will be included in the report, the report will identify the proprietary or other sensitive information and specify the means of handling this information.

Unless otherwise specified by the task order, all deliverables will be produced in both electronic (Microsoft Word) and hard copy (paper) versions. Unless otherwise required by the task order, the Contractor shall deliver a hard copy of all deliverables (preliminary, draft, and final) to the PM and TM, with five copies to the task order TM. The electronic versions of the deliverables will be delivered to the task order with notification of delivery to the TM.

Results of this work, other than pre-decisional, proprietary, or sensitive information, may be published in the open literature provided the speech, article, or paper has been reviewed and approved by the TM and by the appropriate NRC official prior to its presentation or submission in accordance with procedures established in NRC Management Directive 3.10, "NRC Contractor Unclassified Papers, Journal Articles and Press or Other Media Releases on Regulatory and Technical Subjects." All requests for approval will be sent to the NRC PM and TM with a copy sent to the task order TM. It is recognized that the NRC requires as a minimum that the paper include the statement, "Work Supported by the U.S. Nuclear Regulatory Commission." In addition, the Contractor will coordinate with the NRC TM and NRC Technical Assistance PM to determine whether any additional caveats or disclaimers are necessary.

6.2 Monthly Letter Status Report

The Contractor shall provide a Monthly Letter Status Report (MLSR) by the 15th of each month. The report shall provide the technical and financial status of the effort. The Contractor shall transmit the report electronically (by e-mail) to the PM and TM for the contract, and the TM for each task order. See Attachment 4 for format and content of the MLSR. A total of the month

ending (or billing cycle) costs shall be provided by e-mail to the PM and TM, no later than the 15th of the month.

The technical status section of the report shall contain a summary of the work performed under each task order during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total award amount and funds obligated to date; total costs incurred in the reporting period, broken down by direct and indirect costs, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract and each task order. Additionally, the report shall address the status of the Contractor spending plan, showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The report should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than $500.

6.3 E-mail Progress Report

Once every two weeks, the Contractor should provide an e-mail to the PM and TM, which gives the task order title, task (or subtask) percent complete for each task order, and the corresponding funding percent depleted for each task order and the contract.

7.0 MEETINGS AND TRAVEL

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the U.S.; NRC Headquarters in Rockville, Maryland; NRC Regional Offices; and any other location required for performance of the work detailed in the task order SOW. Prior to any trip taken during the period of performance under this contract, the Contractor shall obtain approval from the PM.

8.0 NRC FURNISHED MATERIALS

Any reports, documents, equipment, and other materials required by the Contractor to perform the work will be stated in the NRC-furnished materials section of the task order. In general, the task order TM will provide those NRC documents related to the task order that are readily available. Contractor staff will identify any additional NRC documentation that is needed and the TM will determine whether it will be provided by NRC or obtained directly by the Contractor from the ADAMS, the NRC Public Document Room, or the NRC public Web site. Any reports, documents, equipment, and other material that the Contractor will require from the NRC to perform the work will be stated in the "Work Requirements" section of the task order statement of work, along with the person to whom the material will be sent and the time requirements for NRC to provide the material. Any materials furnished by the NRC must be returned to the NRC upon completion of the task, at the discretion of the NRC TM.

8.1 List of Guidance Documents Related to Fire Protection, PRA, and AST LAR Reviews

The following U.S. Nuclear Regulatory Commission furnished materials are available online at the Web addresses provided below and in ADAMS public library.

- NUREG-1824, EPRI 1011999, "Verification and Validation of Selected Fire Models for Nuclear Power Plant Applications," Volumes 1–7, May 2007. ADAMS Accession Nos. ML071650546, ML071730305, ML071730493, ML071730499, ML071730527, ML071730504, and ML071730543.
- Final Safety Evaluation for Nuclear Energy Institute (NEI) Topical Report (TR) NEI 06-09, "Risk-Informed Technical Specifications Initiative 4b, Risk-Managed Technical Specifications (RMTS) Guidelines" (TAC No. MD4995)," May 17, 2007. ADAMS Accession No. ML071200238.
- Final Safety Evaluation for Nuclear Energy Institute (NEI) Topical Report (TR) 04-10, Revision 1, "Risk-Informed Technical Specification Initiative 5b, "Risk-Informed Method for Control of Surveillance Frequencies" (TAC No. MD6111), September 19, 2007. ADAMS Accession No. ML072570267.
- RG 1.174, Revision 1, "An Approach for Using Probabilistic Risk Assessment in Risk-Informed Decisions on Plant-Specific Changes to the Licensing Basis." ADAMS Accession No. ML023240437.
- RG 1.177, "An Approach for Plant-Specific, Risk-Informed Decisionmaking: Technical Specifications." ADAMS Accession No. ML003740174.
- RG 1.183, "Alternative Radiological Source Terms for Evaluating Design Basis Accidents," July 2000. ADAMS Accession No. ML003716792.
- RG 1.189, Revision 2, "Fire Protection for Nuclear Power Plants," October 2009. ADAMS Accession No. ML092580550.
- RG 1.200, Revision 2, "An Approach for Determining the Technical Adequacy of Probabilistic Risk Assessment Results for Risk-Informed Activities," March 2009. ADAMS Accession No. ML090410014.
- NUREG-0800, Standard Review Plan, Section 9.5.1.1, "Fire Protection Program," Revision 0, February 2009. ADAMS Accession No. ML090510170.
- NUREG-0800, Chapter 15.0.1, "Radiological Consequence Analyses Using Alternative Source Terms ," Revision 0, July 2000. ADAMS Accession No. ML003734190.
- SPR Section 16.1, "Risk-Informed Decisionmaking: Technical Specifications." ADAMS Accession No. ML042520260.
- SRP Chapter 19.0, Revision 1, "Use of Probabilistic Risk Assessment In Plant-Specific, Risk-Informed Decisionmaking: General Guidance." ADAMS Accession No. ML023250195.
- NUREG-1437, Volume 1, "Generic Environmental Impact Statement for License Renewal of Nuclear Plants," U.S. Nuclear Regulatory Commission, May, 1996. ADAMS Accession No. ML

Various fire protection guidance documents can be download from the NRC public Web sites shown below:

http://www.nrc.gov/reactors/operating/ops-experience/fire-protection.html

http://www.nrc.gov/reading-rm/doc-collections/cfr/

9.0 LICENSE FEE RECOVERY COST STATUS

Plant-specific licensing actions are fee recoverable. Each task order will state whether or not the work is license fee recoverable.

Pursuant to the provisions of Title 10 of the CFR Parts 170 and 171 on fees, provide the total amount of funds costed during the period and FY to date for each task order by facility or topical report. The license fee recovery status report shall be on a separate page as part of the MBLR for the JCN, and shall be in the format provided below.

Costs must be separated for each plant unit number, e.g., Beaver Valley 2, or by Topical Report and by the identified TAC Number and Docket Number. Costs are to be reported as whole numbers rounded to the nearest dollar. For work (e.g. submittals) that consists of more than one unit at the same site, the TAC number or Inspection Report number must be listed separately, as stated above, and the costs must be divided appropriately between or among the units. Total period costs reported in the license fee recovery cost status section should be equal the total of the period costs reported in the "Financial Status" section. In the event the totals of the costs reported in these two sections are not equal, an explanation for the variance must be given as a footnote in the license fee recovery cost status section.

License Fee Recovery Costs Status

Facility Name	Docket Number	TAC Number	Period	Costs Fiscal Year	Cumulative

ATTACHMENTS

1. Staffing Plan Format
2. Letter Report Format
3. Project Plan Format
4. Monthly Letter Status Report Format

***** TO BE SUBMITTED WITH PROPOSAL *****

Staffing Plan Format

The staffing plan shall identify all proposed organizational resources to be dedicated to the task order effort. The plan shall clearly indicate the capabilities of the proposed personnel to perform the effort described in the statement of work for the specific task order effort. The following (or similar) format shall be used to represent the staffing plan. The staffing plan shall include the name, discipline/expertise, project role, and estimated hours of all personnel proposed to accomplish the effort, as well as, all proposed consultants and subcontract personnel. For all personnel not initially proposed in the base agreement, provide a resume.

You are also required to identify any current/former U.S. Nuclear Regulatory Commission (NRC) employees (list name, title, and date individual left NRC and provide a brief description of the individual's role under this proposal). If there are no current/former NRC employees involved, a negative statement is required.

Staffing Plan - Task Order

Name	Expertise	Project Role (Task)	Title	Estimated Hours

Examples Of Information for Submittal as Part of Letter Reports

Format of a Request for Additional Information

RAI#: (NRC PM will assign)
Exemption for Peach Bottom

Background:

In Section 2.0 of your Exemption Request, you states that modifications would be necessary in order to achieve compliance and that the effort and/or associated with these modifications represent unwarranted burden on the licensee since they are not necessary to meet the underlying purpose of the rule..

Issue:

10 CFR 50.12 allows exemption to NRC regulation given special circumstances are met. This submittal does not provide a technical or financial justification that demonstrates these special circumstances are met.

Request:

1. Provide a justification of the special circumstances that are present and warrant the consideration of this exemption request. If potentially-incurred costs associated with regulatory compliance are assumed to constitute special circumstances, provide a cost analysis and any other justification demonstrating that such costs are significantly in excess of those contemplated when the regulation was adopted.
2. If it is the licensee's position that the protective measures prescribed by III.G.2 are not necessary to meet the underlying purpose of the rule, provide a technical justification regarding how the proposed arrangement achieves the underlying purpose of the rule.

Format for Technical Information for Exemptions and Safety Evaluations

The format for exemptions is provided in NRR Office Instruction LIC-103, "Exemption from NRC Regulations," Attachment 1. The format for safety evaluations is provided in NRR Office Instruction LIC-101, "License Amendment Review Procedures," Attachment 3. These documents will be provided by the NRC staff when needed to support this contract.

ATTACHMENT 3

*** TO BE SUBMITTED WITH PROPOSAL *****

Project Plan Format

The project plan shall clearly describe your organization's planned technical and management approach to performing the effort described in the statement of work for the specific task order. You shall describe your proposed technical approach by task or phase, identifying for each, the schedule, milestones, and deliverables (in Microsoft Project® or similar format); the methodology, innovations, and quality control measures to be used; and problems and risks anticipated, as well as your risk mitigation plans. You shall also describe the management and administrative controls your organization will employ to meet the cost, performance, and schedule requirements of the effort. Once established, and approved by the TM, the project management plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.

Project Plan Approach A team of experts (e.g. Key Personnel) as identified in the attached staffing plan will be assigned to this effort. The effort will be conducted according to the following process and schedule. Innovations to be used to ensure the schedule is met include Microsoft Project® or similar format.

Task Name	Duration	Projected Start Date	Projected Finish Date
Authorization to Proceed - Staff assignments finalized			
Meeting with NRC for review of Project Plan			
Finalized Project Plan submitted (Deliverable)			
Task 1 - AAA			
Task 2 - BBB Report Completed (Deliverable)			
Internal Performance assessment completed (mid-project)			
Lessons learned documented			
Review NRC completed Performance Assessment and provide comments & lessons learned			

Quality Control All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to U.S. NRC.

Risk Mitigation The schedule for this effort is critical to completion of the entire review and update program. As such, a Web-based database will be used to accumulate and share updated reports. Staff will meet with all stakeholders to discuss changes prior to incorporation of the changes into the final document to eliminate numerous iterations.

ATTACHMENT 4

Monthly Letter Status Report Format

A monthly business letter report (MBLR) will be submitted by the 15th of each month to Bernard L. Grenier (Bernard.Grenier@nrc.gov), Project Officer (PO), Office of Nuclear Reactor Regulation (NRR), with copies provided to each TM and their supervisor; the name of the TM will be in each task order SOW and the supervisor's name will be provided under separate correspondence than the authorization document. A copy will also be provided to: Brenda Davis (Brenda.Davis@nrc.gov), License Fee Recovery, NRR, and to Richard Skinker (Richard.Skinker@nrc.gov), OCFO.

Note: If no work was performed during the period, a report (via e-mail) so indicating is to be submitted to the distribution instead of the full report.

State the period of the report in which funds were expended, i.e., the dates the report covers which may not necessarily correspond to the first and the last days of the month.

Each report will include the first three Sections as described below; the information contained in Sections I and II is to be provided for each task order; Section IV will apply to task orders $100,000 and above, or as otherwise specified in the task order SOW.

I. Work Progress Status

1.a. Identification Information

- The JCN and Title
- The Principal Investigator and telephone number
- The U.S. Nuclear Regulatory Commission PO and telephone number
- The TMs and telephone number(s)

1.b. The Period of Performance

1.c. Financial Summary

- The authorized ceiling amount for the task order
- The total amount of funds obligated to date
- The total cost for the period
- The total cost for the FY
- The total cost cumulative to date
- Percent of funds expended against obligated funds

2. Schedule/Milestone Information in the following format

Tasks	Planned Completion Date	Revised Completion Date	Actual Date
Provide a brief summary of the work; include any report or travel.	The day, month, and year scheduled for completion, or timeframe if a date is not known or projected.	The revised day month, and year based on a change. The reason for the change must be given in the "Problem/Resolution" section below.	The day, month, and year all of the work is actually completed.

3. Work Performed During the Period

This section should contain a clear, succinct discussion of the work performed on each task order during the period. As a minimum, these discussions should support the costs reported for the period. Wording such as "worked on all tasks," or "continued to work on Task 1.a." is not particularly useful and reduces the effectiveness of the monthly report as a management tool and for historical documentation.

Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the person traveling, the duration of the travel, the purpose of the travel, and any work/accomplishments not reflected elsewhere.

4. Problem/Resolution

All problems encountered during the period should be clearly and succinctly identified and stated. Then, the resolution or the proposed solution should be briefly described. It should be clearly evident, from a reading of the description, who is responsible for solving the problem, should it still exist at the time the report is written.

- Notwithstanding the status of the problem at the time the MBLR is written, all problems should be recorded in the 'Problem/Resolution" section of the MBLR for documentation/historical purposes. If the problem still exists in a subsequent month, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.

- Problem or circumstances that require a change in the level of effort/costs, scope, or travel requirements are to be described in the MBLRs for documentation purposes but are to be dealt with separately in a letter addressed and sent to the PO.

5. Plans for Next Period

Provide a brief description of the work to be performed, and milestones expected to be completed during the next report period.

II. Financial Status

1. Provide the total direct staff use (including Subcontractor hours) and the amount of funds expended (costed) during the period and total cumulative year to date in the following categories for each task order:

	Current Month	FY to Date	Total to Date
a. Direct Labor (Hours)			
(1) Management			
(2) Technical			
(3) Administrative Support			
Total			
b. Costs			
Labor Costs			
(1) Direct Labor Costs			
(2) Indirect Labor Costs			
Subtotal			
Other Direct Costs			
(1) Subcontractor/Consultant Cost			
(2) Material and Services Costs			
(3) Computer Usage costs			
(4) Travel			
(a) Domestic			
(b) Foreign			
Total Travel			
Subtotal Other Direct Costs			
G&A Costs			
Total			

2. Provide a summary table by task order as follows:

Tasks	Authorized Cost Ceiling	Obligations to Date	Obligations Balance	Fiscal Year Costs to Date	Total Costs to Date
XX	$	$	$	$	$
XX	$	$	$	$	$
Total	$	$	$	$	$

III. Monthly Expense Forecast

For task orders valued at $100,000 or more, a forecast by Task will be prepared and included in the first MBLR and updated as applicable, e.g., on a fiscal year basis or when there is a change in funding authorization.

For each Task, a budget is to be developed based on the agreed upon allocation of the level of effort among the Tasks. Separate expenditures for each Task will be reported in the MBLR against the budget using the following format:

Authorized Cost Ceiling: $ Funds Obligated to Date: $

Tasks	Planned Budget	Expenditures for the Period	Task Expenditures Cumulative	Percentage vs. Budget
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
6	$	$	$	$
7	$	$	$	$
Total	$	$	$	$

A monthly expense variance greater than 15 percent must be explained in the "Problem/Resolution" section above.

ATTACHMENT

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Number of Copies: A signed original and supporting documentation shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of $50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of capital property with an initial acquisition cost of $50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of capital property with an initial acquisition cost of $50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided (see Attachment 1). The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be

computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:txtselden\billing instructions CR revised 2008

(SAMPLE FORMAT)

COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Voucher Information

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

c. Contract Number. Insert the NRC contract number.
Task Order No. Insert the task order number (If Applicable).

d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

f. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.

(SAMPLE FORMAT)

COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

g. Direct Costs - Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

Labor Category	Hrs. Billed	Rate	Total	Cumulative Hrs.Billed

(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

(3) Capitalized Non Expendable Equipment. List each item costing $50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

(4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at $1,000 or more separately. Provide the item number for each piece of equipment valued at $1,000 or more.

(5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(7) Travel. Total costs associated with each trip must be shown in the following format:

Start Date		Destination		Costs
From	To	From	To	$

(8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

(9) Other Costs. List all other direct costs by cost element and dollar amount separately.

(SAMPLE FORMAT)

COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

h. Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.

i. Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

The contractor may bill for fixed fee only up to 85% of total fee.

j. Total Amount Billed. Insert the total amounts claimed for the current and cumulative periods.

k. Adjustments. For cumulative amount, include outstanding suspensions.

l. Grand Totals.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

3. Sample Voucher Information

This voucher represents reimbursable costs for the billing period from ___through___.

		Amount Billed	
		Current Period	Cumulative
(a)	Direct Costs		
	(1) Direct labor*.....		
	(2) Fringe benefits (%, if computed as percentage).....		
	(3) Capitalized non-expendable equipment ($50,000 or more - see I instructions)*.....		
	(4) Non-capitalized equipment, materials, and supplies.....		
	(5) Premium pay (NRC approved overtime).....		
	(6) Consultants*.....		
	(7) Travel*.....		
	(8) Subcontracts*.....		
	(9) Other costs*.....		
	Total Direct Costs		

(SAMPLE FORMAT)

COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(b) Indirect Costs

(A) Overhead ___ % of
_____(Indicate Base).....

(c) Fixed-Fee (Cite Formula):
(d) Total Amount Billed.....
(e) Adjustments.....
(f) Grand Totals.....

* (Requires Supporting Information -- See Sample below)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - $2400

Labor Category	Hours Billed	Rate	Cumulative Total	Hrs. Billed
Senior Engineer I	100	$14.00	$1400	975
Engineer	50	$10.00	$ 500	465
Computer Analyst	100	$ 5.00	$ 500	320
			$2400	

3) Capitalized Non-Expendable Equipment

Prototype Spectrometer - item number 1000-01 $60,000

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ $110.00 = $1100.00

6 Pairs Electrostatic gloves @ $150.00 = $900.00
$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ $10.00 Per Hour = $100
(This was approved by NRC in letter dated 6/1/08)

6) Consultants' Fee

Dr. Carney - 1 hour @ $100 = $100

(SAMPLE FORMAT)

COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)
INVOICE/ VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

7) Travel

Start Date	Destination	Costs
6/1/08	Wash., DC	$200

4. FEE RECOVERY BILLING REPORT

FIN:
Facility Name or Report Title:
TAC or Inspection Report Number:
(or other unique identifier)
Docket Number (if applicable):

Cost Categories	Period Amt.	Period Cost Incurred	Fiscal Year To Date Costs	Total Cumulative Costs
Labor				
Materials				
Subcontractor/ Consultant				
Travel				
Other (specify)				
Common Costs				
Total				

Remarks:

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed $100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over $100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

Submission

1. A CSP is required:

   1.a as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;

   1.b as part of the Best and Final Offer (if requested) as a result of negotiations;

2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.(fillin) , "Financial Status Report").

Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

CONTRACTOR SPENDING PLAN (CSP)

(TO BE COMPLETED AS A PART OF THE OFFEROR'S COST PROPOSAL FOR EACH COST REIMBURSEMENT CONTRACT OR INDIVIDUAL TASK ORDER OR FOR ANY CONTRACT OR TASK ORDER MODIFICATION WHICH EXCEEDS $100,000 AND HAS A PERFORMANCE PERIOD EXCEEDING 6 MONTHS)

Solicitation No._____ Period of Performance: From_____ To_____
Contract No. _____

Task Order No._____ Modification No._____
Offeror/Contractor Name:_____

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/ Modification (to a contract or task order) at the time of proposal submission. Does not include options. $_____

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month
Direct Costs	$_____	$_____	$_____	$_____	$_____	$_____
Indirect Costs	$_____	$_____	$_____	$_____	$_____	$_____
Total Estimated Costs including fixed fee if any	$_____	$_____	$_____	$_____	$_____	$_____
Projected Completion	_____%	_____%	_____%	_____%	_____%	_____%

Cost Elements	7th Month	8th Month	9th Month	10th Month	11th Month	12th Month
Direct Costs	$_____	$_____	$_____	$_____	$_____	$_____
Indirect Costs	$_____	$_____	$_____	$_____	$_____	$_____
Total Estimated Costs including fixed fee if any	$_____	$_____	$_____	$_____	$_____	$_____
Projected Completion	_____%	_____%	_____%	_____%	_____%	_____%