

NRC-HQ-12-A-03-0006

U.S. NUCLEAR REGULATORY COMMISSION

**BEST VALUE
BLANKET PURCHASE AGREEMENT**

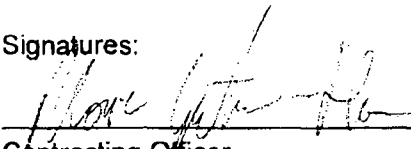
GSA FEDERAL SUPPLY SCHEDULE

In the spirit of Acquisition streamlining, the U.S. NUCLEAR REGULATORY COMMISSION and Ecology and Environment, Inc. enter into an agreement to facilitate the acquisition Of TECHNICAL ASSISTANCE from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-10F-0160J

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

 2/29/12

Contracting Officer DATE

 2/29/12

Contractor Authorized Representative DATE

H. John Mye III, Vice President, CFO

Title

Ecology and Environment, Inc.

Company Name

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAR 02 2012

ADM002

Table of Contents

A.1	PROJECT TITLE.....	
A.2	BRIEF DESCRIPTION OF WORK (MAR 1987)	
A.3	CONSIDERATION AND OBLIGATION	
A.4	SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA	
A.5	PREVAILING TERMS AND CONDITIONS.....	
A.6	SEGREGATION OF COSTS.....	
A.7	TASK ORDERS	
A.8	LABOR HOUR ORDERS	
A.9	FEDERAL HOLIDAYS.....	
A.10	NONPERSONAL SERVICES.....	
A.11	TERM OF BPA.....	
A.12	OBLIGATION OF FUNDS	
A.13	AUTHORIZED USERS.....	
A.14	INVOICES.....	
A.15	OPTION TO EXTEND THE TERM OF THE BPA	
A.16	2052.216-72 TASK ORDER PROCEDURES (OCT 1999).....	
A.17	2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993).....	
A.18	OTION PERIODS-TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)	
A.19	2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)	
A.20	2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)	
A.21	2052.211-72 FINANCIAL STATUS REPORT (OCT 1999).....	
A.22	2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)	
A.23	KEY PERSONNEL (JAN 1993).....	
A.24	PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)	
A.25	2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT – ALTERNATE1 (OCT 1999).....	
A.26	2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (AUG2007).....	
A.27	2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFFESIONAL OPINIONS (OCT 1999)	
A.28	GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUN 1988)	
A.29	SEAT BELTS	
A.30	ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS.....	
A.31	COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS	

NRC-HQ-12-A-03-0006

A.32	WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)
A.33	PROHIBITION OF FUNDING TO ACORN (NOV 2009)
A.34	REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)
A.35	52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRALCONTRACTOR REGISTRATION (OCT 2003)
A.36	2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)
A.37	LIST OF ATTACHEMENTS

SECTION A – CONTINUATION BLOCK

A.1 PROJECT TITLE

The title of this project is:

Technical Assistance for U.S. Nuclear Regulatory Commission, Office of Nuclear Reactor Regulation, Environmental Reviews for the Construction and Operation of Domestic Molybdenum-99 Production Facilities and Operating Nuclear Reactor License Renewals

A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide technical assistance to the U. S. Nuclear Regulatory Commission's, Office of Nuclear Reactor Regulation (NRR). This support will be on a task order basis.

The NRC will award a task order for each action. Actions may cover conducting the environmental review for the CP and OL applications associated with the production of Mo-99 and for operating nuclear reactor LRAs; providing the project management and multi-disciplinary managerial and technical expertise necessary to assist NRC in developing the environmental regulatory documents that support the licensing decision and the potential adjudicatory hearing on whether to grant a CP and OL for Mo-99 facilities; obtaining subject matter experts (SMEs) on a task order basis to help the NRC produce supplemental environmental impact statements (SEISs) for operating license renewals at multiple operating nuclear power plants.

A.3 CONSIDERATION AND OBLIGATION

The total estimated amount of this BPA (ceiling) for the products/services ordered, delivered, and accepted under this BPA is \$3,124,914.12. The Contracting Officer may unilaterally increase this amount as necessary.

A.4 SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA

Attachment 1 details all services and/or supplies, accompanying schedule prescribed rates and category descriptions, which may be ordered under this BPA.

A.5 PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

A.6 SEGREGATION OF COSTS

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

A.7 TASK ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provided Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

A.8 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Task Orders. However, on occasion Labor Hour Task Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. The BPA holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique U.S. NUCLEAR REGULATORY COMMISSION Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related temporary duty (TDY) expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an U.S. NUCLEAR REGULATORY COMMISSION Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

A.9 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

A.10 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the U.S. NUCLEAR REGULATORY COMMISSION mission but not otherwise available within U.S. NUCLEAR REGULATORY COMMISSION.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

A.11 TERM OF BPA

This BPA expires on or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. NUCLEAR REGULATORY COMMISSION/ Contracting Officer. The BPA holder is required to immediately notify, in writing, the U.S. NUCLEAR REGULATORY

NRC-HQ-12-A-03-0006

COMMISSION/Contracting Officer if at any time prior to the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. NUCLEAR REGULATORY COMMISSION Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the U.S. NUCLEAR REGULATORY COMMISSION Contracting Officer.

A.12 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.13 AUTHORIZED USERS

Government Contracting Officers representing U.S. NUCLEAR REGULATORY COMMISSION are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

A.14 INVOICES

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

A.15 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

A.16 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

NRC shall issue task orders (TOs) under the BPA pursuant to the procedures in FAR 8.4. Zero or more task orders (TOs) may be issued during the performance period of this BPA; it is understood and agreed that the Government has no obligation to issue task orders. The Contractor agrees to accept and perform TOs issued by a NRC Warranted CO within the scope of this agreement. In the event of a conflict between a TO, the BPA, or the contractor's GSA Schedule contract, the GSA Schedule contract take precedence.

(a) Task order request for quotation. When a requirement within the scope of work for this BPA 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 quote by the date specified in the TORFQ, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFQ technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFQ.

(c) **Price:** The quote may include a detailed cost per hour of all labor required to accomplish the tasks as set forth in the TORFQ or be a fixed price quote with sufficient information to substantiate the price quoted. At a minimum, pricing shall be the most current GSA Schedule price less the proposed BPA percentage discounts. The BPA Team (Leader / Member(s)) shall provide rates for work at their facility (off-site) as well as at the Government's facility (on-site) as applicable/established under the Team member's GSA Schedule. If additional labor categories are added to the GSA Schedule, they shall also be available for task orders written under this BPA. The discounts offered do not preclude the Contractor (BPA Team Leader/Member(s)) from offering or the Government requesting, further price reductions in accordance with commercial practices, market forces, and volume buying at the time of placing task orders;

(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:

NRC-HQ-12-A-03-0006

- (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.

(e) Evaluation: The Government will evaluate responses to TORFQ against evaluation criteria contained in the proposed TORFQ.

TASK ORDER ISSUANCE

A warranted NRC Contracting Officer (CO), shall act as the Task Order CO and is responsible for issuing any task orders placed hereunder. The Statement of Work (SOW), labor mix and hours (if applicable), and a proposed ceiling price for the TORFQ may be incorporated into any resulting task order. The proposed technical solution may also be incorporated in the task order. At any time during the duration of the BPA, the BPA CO reserves the right to revise the procedures pertaining to task order issuance. Contracting Officers from NRC are the only individuals that are authorized to issue task orders and obligate the Government for task orders awarded under the BPA. Orders and revisions shall be made in writing and be signed by any authorized Warranted NRC Contracting Officer. Each task order shall, as appropriate:

- a. Set forth a pricing schedule.
- b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the task order based on the estimated dollar value and complexity of the proposed TO.
- c. Designate the Task Order COTR who will perform inspection and acceptance.
- d. Set forth any payment options such as progress or performance-based payments.
- e. Be dated.
- f. Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor.
- g. Set forth the disbursing office where payment is to be made.
- h. Set forth administration data.
- i. Set forth the contractor's and Government's respective technical data rights.
- j. Set forth any other pertinent information
- k. Unauthorized Work: The Contractor is not authorized to commence task order performance prior to issuance of an awarded task order unless authorized pursuant to clause A.17.
- l. Task Funding Restrictions: No unfunded task orders are allowed.

NRC-HQ-12-A-03-0006

- m. Ordering Period: Task orders for services specified in the SOW of the BPA may be issued by any Warranted Contracting Officer from GSA offices within the ordering period of the BPA.
- n. Responsibilities of the Ordering CO to the BPA PCO: A copy of all pricing shall be provided to the BPA PCO in order to ensure pricing ceilings under the BPA are not exceeded. In addition, the ordering CO will follow a uniform TORFQ number methodology to be established by the BPA PCO.

A.17 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.

**A.18 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA
FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For quotation evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s)

NRC-HQ-12-A-03-0006

applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's quotation being found unacceptable.

A.19 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Attachment 2, paragraph 5.0 and all Technical Progress Reports required by Section A.20 below are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. See attachment 9 for sample CSP and instructions.

A.20 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.

A.21 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".

NRC-HQ-12-A-03-0006

(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.

A.22 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.

NRC-HQ-12-A-03-0006

(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 agreement, during the term of this agreement, 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 agreement. 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 agreement (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 agreement 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 agreement).
- (4) When the contractor performs work for the NRC under this a agreement 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 agreement, 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 agreement, 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 agreement, 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, agreement 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.

NRC-HQ-12-A-03-0006

- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (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.

A.23 2052.215-70 KEY PERSONNEL (JAN 1993)

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

TO BE INCORPORATED INTO EACH INDIVIDUAL TASK ORDER.

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

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

A.24 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Linda Yee

Address: U.S. Nuclear Regulatory Commission
OWFN, Mail Stop: 13C5
Washington, DC 20555

Telephone Number: 301 415-3072

Email: Linda.Yee@nrc.gov

- (b) The project officer shall:

- (1) Place delivery orders for items required under this BPA up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the BPA.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (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.

The project officer may not make changes to the express terms and conditions of this BPA or to any task order issued against this BPA. Changes to the terms and conditions of the BPA or any subsequent task orders issued against this BPA must be approved and issued by a warranted NRC contracting officer.

**A.25 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1
(OCT 1999)**

- (a) Total expenditure for travel may not exceed \$130,000.00 without the prior approval of the contracting officer. This amount is increased as follows should the Government exercise Option Period 1:
- (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 BPA 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.

**A.26 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL
OPINIONS (AUG 2007)**

- (a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgment is required to document such concerns on matters directly associated with its

performance of the contract. The NRC's policy is to support these instances as Differing Professional Opinions (DPOs).

- (b) The procedure that will be used provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure is found in Clause 2052.242 71 of this document. The contractor shall provide a copy of the NRC DPO procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

**A.27 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR
DIFFERING PROFESSIONAL OPINIONS (OCT 1999)**

- (a) The following procedure provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPOs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.
- (b) The NRC may authorize up to ten reimbursable hours for the contractor to document, in writing, and discuss, with the DPO panel, a DPO by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPO which exceeds the specified ten hour limit.
- (c) The contractor shall notify the contracting officer before incurring costs to document a DPO. The contractor shall not begin any work on the DPO before receiving a modification to the contract from the NRC contracting officer.

The contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPO. If there are insufficient obligated funds under the BPA, the contractor shall request additional funding from the NRC contracting officer to cover the costs of preparing the DPO. If there are sufficient obligated funds under the contract, the contractor shall notify the contracting officer so that a modification can be issued that specifies the amount of funding required for the DPO.

- (d) Contract funds shall not be authorized to document a differing perspective in the following examples where the use of this NRC contractor DPO process is inappropriate:
 - (1) Issues involving allegations of wrongdoing that should be appropriately addressed directly to the NRC Office of the Inspector General (OIG);

NRC-HQ-12-A-03-0006

- (2) Issues submitted anonymously. However, safety significant issues that are submitted anonymously should be addressed under NRC's Allegation Program which can be found at: <http://www.nrc.gov/about-nrc/regulatory/allegations-resp.html>.
 - (3) Issues that are deemed to be frivolous or otherwise not in accordance with the guidance included in NRC Management Directive (MD) 10.159, "The NRC Differing Professional Opinions Program," which can be found at: <http://www.nrc.gov/about-nrc/values.html#diffopinions>.
 - (4) Issues that have already been considered, addressed, or rejected by the NRC under these procedures, absent significant new information;
 - (5) Issues that are considered premature because they are still under staff review by the NRC.
- (e) This procedure does not provide anonymity, nor does it provide for confidential submittal (as addressed in MD 10.159). Individuals desiring anonymity or confidentiality should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.
- (f) Prior to submitting a DPO, the contractor or the contractor's employees are encouraged to engage in informal discussions with appropriate NRC personnel (which may include NRC staff directly involved with the issues that are the subject of concerns and the NRC Project Officer.) The contractor hereby agrees that the contractor authorizes its employees to engage in informal discussions with the appropriate NRC personnel for purposes of this clause. If the informal discussions do not resolve the contractor or the contractor's employees' concerns, the contractor shall notify the contracting officer so that a modification to the BPA can be issued that authorizes the expenditure of funds for the DPO.

The contractor may initiate the DPO process by submitting a written statement directly to the NRC Differing Professional Opinions Program Manager (DPOPM), Office of Enforcement, with a copy to the Contracting Officer, Division of Contracts, Office of Administration. Each DPO submitted will be evaluated on its own merits. (Refer to (c) above before incurring any costs to initiate the DPO process.)

- (g) The DPO, while being brief, must contain the following as it relates to the subject matter of the contract:
- (1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.
 - (2) A description of the submitter's views and how they differ from any of the above items.
 - (3) The rationale for the submitter's views, including an assessment of the consequences should the submitter's position not be adopted by NRC.

- (4) References to, or copies of, relevant documents.
- (h) The DPOPM will screen the DPO and notify the submitter and the contractor if the DPO is accepted. Returned DPOs will identify the reason for return.
- (i) The DPOPM will forward the DPO to the Office Director or Regional Administrator responsible for the BPA for disposition.
- (j) The Office Director or Regional Administrator will establish an ad hoc panel of NRC employees to review the DPO.
- (k) The panel will interview the submitter to ensure that the panel understands the issues and to define the scope of the review. The panel will gather information, review documents, and conduct interviews to support a thorough review. The panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.
- (l) The Office Director or Regional Administrator will consider the DPO panel's report, make a decision on the DPO and provide a written decision to the contractor and the Contracting Officer. The DPO is considered final and closed when the DPO Decision is issued.
- (m) A summary of the issue and its disposition will be included in the NRC Weekly Information Report.
- (n) DPOs will be dispositioned in accordance with the time frames identified in MD 10.159.
- (o) The DPOPM will track follow up actions and notify the contractor of any schedule revisions.
- (p) The availability of DPO records will reflect the submitter's wishes (e.g., whether the records should or should not be made public and whether the submitter's identity is redacted) and be consistent with NRC practices for making records available to the public.
- (q) For purposes of the PBA, the DPO shall be considered a deliverable under the BPA.

A.28 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUN 1988)

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 NUDOCS, ADAMS, the NRC Public Document Room, or the NRC public web

NRC-HQ-12-A-03-0006

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 SOW, along with the person to whom the material will be sent and the time requirements for NRC to provide the material.

A.29 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.

A.30 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this BPA 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 BPA during the 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 Manager 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.

A.31 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) 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 Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.uscis.gov/portal/site/uscis>.

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.

(End of Clause)

A.32 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.

A.33 PROHIBITION 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.

A.34 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.

**A.35 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL
CONTRACTOR
REGISTRATION (OCT 2003)**

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.

- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

A.36 2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property. The contractor shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the contracting office may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work. Thereafter, a start work order for resumption of work may be issued at the discretion of the contracting officer. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

A.37 LIST OF ATTACHMENTS

<u>ATTACHMENTS</u>	<u>TITLE</u>
Attachment 1:	Services And/Or Supplies Available Under This BPA
Attachment 2:	Statement of Work
Attachment 3:	Monthly Letter Status Report (MLSR) Format
Attachment 4:	Project Plan Format
Attachment 5:	Performance Evaluation Plan
Attachment 6:	Rating Scale and Subcategory Definitions Rating Scale
Attachment 7:	Billing Instructions For Labor Hour/Time and Materials Type Contracts (June 2008)
Attachment 8:	Billing Instructions For Fixed-Price Type Contracts (July 2011)
Attachment 9:	Contractor Spending Plan and Instructions
Attachment 10:	Subpart 2009.5 Organizational Conflicts of Interest

Attachment 1.

SCHEDULE OR SUPPLIES AND/OR SERVICES UNDER THIS BPABase Period: 22 February, 2012 – 21 August, 2012

CLIN	*Labor Category	Estimated Hours	Hourly Labor Rate	Estimated Total
001	Program Manager (337 hrs)			
001a	Sr. Program Manager			
001b	Program Manager			
001c	Sr. Project Manager			
002	Subject Matter Expert (2468 hrs)			
002a	Environmental Scientist I			
002b	Lead Environmental Scientist			
002c	Associate Environmental Scientist			
002d	Environmental Scientist I			
002e	Chief Environmental Scientist			
002f	Economist I			
002g	Archeologist I			
002h	Lead Environmental Scientist			
002i	Economist II			
002j	Archeologist II			
002k	Associate Environmental Scientist			
003	Administrative Support (264)			
003a	Work Processor/Clerical			
003b	Editor			
003c	Graphics Illustrator			
003d	GIS/CAD Specialist			
004	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECIPITS.			

NRC-HQ-12-A-03-0006

	NTE Local Travel			
005	Monthly Letter Status Report (MLSR)		\$	
	Total ESTIMATED AMOUNT Base Year			\$ 385,007.25

Option Year one: 22 August, 2012 – 21 August, 2013

CLIN	Labor Category	Estimated Hours	Hourly Labor Rate	Estimated Total
006	Program Manager (1275)			
006a	Sr. Program Manager			
006b	Program Manager			
006c	Sr. Project Manager			
007	Subject Matter Expert (8267)			
007a	Environmental Scientist I			
007b	Lead Environmental Scientist			
007c	Associate Environmental Scientist			
007d	Environmental Scientist I			
007e	Chief Environmental Scientist			
007f	Economist I			
007g	Archeologist I			
007h	Lead Environmental Scientist			
007i	Economist II			
007j	Archeologist II			
007k	Associate Environmental Scientist			
008	Administrative Support (746)			
008a	Work Processor/Clerical			
008b	Editor			
008c	Graphics-Illustrator			
008d	GIS/CAD Specialist			
009	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECIPITS.			

NRC-HQ-12-A-03-0006

	NTE Local Travel			
0010	Monthly Letter Status Report (MLSR)	12 EA	\$	\$6,180.00
	Total ESTIMATED AMOUNT Option Year one (1)			\$ 1,304,475.26

Option Year two: 22 August, 2013 – 21 August, 2014

CLIN	Labor Category	Estimated Hours	Hourly Labor Rate	Estimated Total
0011	Program Manager (1204)			
0011a	Sr. Program Manager			
0011b	Program Manager			
0011c	Sr. Project Manager			
0012	Subject Matter Expert (8172)			
	Environmental Scientist I			
	Lead Environmental Scientist			
	Associate Environmental Scientist			
	Environmental Scientist I			
	Chief Environmental Scientist			
	Economist I			
	Archeologist I			
	Lead Environmental Scientist			
	Economist II			
	Archeologist II			
	Associate Environmental Scientist			
0013	Administrative Support (800)			
	Work Processor/Clerical			
	Editor			
	Graphics Illustrator			
	GIS/CAD Specialist			
0014	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/			

NRC-HQ-12-A-03-0006

	RECIPTS.		
	NTE Local Travel		
0015	Monthly Letter Status Report (MLSR)		\$
	Total ESTIMATED AMOUNT Option Year two (2)		1,321,782.24

Option Year three : 22 August, 2014 – 21 August, 2015

CLIN	Labor Category	Estimated Hours	Hourly Labor Rate	Estimated Total
0016	Program Manager (84)			
	Sr. Program Manager			
	Program Manager			
	Sr. Project Manager			
0017	Subject Matter Expert (613)			
0017a	Environmental Scientist I			
0017b	Lead Environmental Scientist			
0017c	Associate Environmental Scientist			
0017d	Environmental Scientist I			
0017e	Chief Environmental Scientist			
0017f	Economist I			
0017g	Archeologist I			
0017h	Lead Environmental Scientist			
0017i	Economist II			
0017j	Archeologist II			
0017k	Associate Environmental Scientist			
0018	Administrative Support (69)			
0018a	Work Processor/Clerical			
0018b	Editor			
0018c	Graphics Illustrator			
0018d	GIS/CAD Specialist			
0019	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination.			

NRC-HQ-12-A-03-0006

	Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS. NTE Local Travel			
0020	Monthly Letter Status Report (MLSR)			
	Total ESTIMATED AMOUNT Option Year three (3)			\$113,649.37

Total Estimated Amount (Base Plus Three Option Years) \$3,124,914.12

Attachment 2.

STATEMENT OF WORK

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC) Office of Nuclear Reactor Regulation (NRR) is responsible for ensuring the public health and safety through licensing activities and inspections at test and research nuclear reactor facilities in the United States, including facilities to produce medical isotopes and at operating nuclear reactors. Whereas NRC's primary mandate of protecting public health and safety is governed by the Atomic Energy Act, the mission of protecting the environment is in numerous legislative initiatives. These include the National Environmental Policy Act (NEPA), the Endangered Species Act, the Clean Water Act, National Historic Preservation Act, Coastal Zone Management Act, and several other laws. NRC's environmental regulations for implementing NEPA are described in Title 10 of the Code of Federal Regulations Part 51 (10 CFR Part 51). Some of the main activities associated with such environmental reviews involve the following:

- a. Reviewing construction permit (CP), operating license (OL), and license renewal applications (LRAs) including environmental reports (ER) submitted by applicants;
- b. Participating in site visits to conduct environmental reviews of documents and infrastructure and to interview applicant personnel;
- c. Preparing draft and final environmental assessments (EAs) or environmental impact statements (EISs) for medical isotope facilities or supplemental EISs (SEIS) to NUREG-1437, "Generic Environmental Impact Statement for License Renewal" (Volumes 1 and 2, May 1996, referred to as the GEIS) for operating reactor LRAs;
- d. Conducting public meetings before and after draft EISs and SEISs are published to obtain and respond to public scoping comments and comments on the drafts;
- e. Binning public comments, preparing responses, and finalizing the EISs and SEISs.

The NRC regulatory guidance used as a basis for review of license renewal environmental issues is the "Environmental Standard Review Plan" (ESRP, NUREG-1555, March 2000). The NRC guidance for performing environmental reviews for non-power reactors is "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors" (NUREG-1537, February 1996). The principal purpose of Part 2 of NUREG-1537, the standard review plan and acceptance criteria, is to assure the quality and uniformity of staff environmental and safety reviews.

NRC-HQ-12-A-03-0006

Beginning in September 2011, applicants are expected to submit applications for a CP and OL under 10 CFR Part 50, to construct and operate Molybdenum-99 (Mo-99) production facilities with the goal of beginning production in the 2013-2015 timeframe. The locations of the facilities have not been determined, but could include the United States or its territories and possessions. As part of the initial submittal, an ER will be provided by applicants to comply with 10 CFR Part 51.

In both LRAs and non-power reactor licensing, NRC uses a multi-disciplinary team of subject matter experts (SMEs) to help in the environmental review and in the production of draft and final documents.

The NRC is seeking contractor support to provide technical assistance to the Environmental Branch (RERB), Division of License Renewal (DLR), Office of Nuclear Reactor Regulation (NRR) from one or more Contractors.

2.0 OBJECTIVE

The Contractor shall provide the necessary personnel, management, materials, administrative and technical services required to provide expert technical assistance services as outlined in the statement of work.

3.0 GENERAL INFORMATION

3.1 SCOPE OF WORK

The contract is to obtain expert technical assistance services to assist NRC in:

- a. conducting the environmental review for the CP and OL applications associated with the production of Mo-99 and for operating nuclear reactor LRAs;
- b. providing the project management and multi-disciplinary managerial and technical expertise necessary to assist NRC in developing the environmental regulatory documents that support the licensing decision and the potential adjudicatory hearing on whether to grant a CP and OL for Mo-99 facilities.
- c. obtaining technical assistance from subject matter experts (SMEs) on a task order basis to help the NRC produce supplemental environmental impact statements (SEISs) for operating license renewals at multiple operating nuclear power plants.

3.2 PERSONNEL QUALIFICATIONS

3.2.1 General Requirements for Contractor Personnel

- a. The use of experienced personnel for the key personnel under this agreement is considered essential to the success of the overall project. The Contractor shall assign a Contractor Project Manager (PM), to coordinate and manage all resources required for completion of the efforts

NRC-HQ-12-A-03-0006

under the agreement. The PM will serve as the single point of contact to NRC for the project. In addition, the PM will oversee the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete as defined in this SOW.

b. The PM will have extensive experience in the technical and regulatory aspects of evaluation of the environmental impacts of the construction and/or operation of major industrial facilities that require reviews under NEPA, as, for example, nuclear power plants. The PM will be supported by an assistant and other support staff, including technical editing, text processing and administrative staff who have a clear understanding of NRC expectations and work products in terms of timeliness, quality, and cost effectiveness.

3.2.2 KEY PERSONNEL

- a. The use of key personnel on this project is subject to the NRC Contracting Officer (CO) and Project Officer (PO) approval. This includes proposed changes to key personnel during the life of the contract. Key personnel are understood to be those individuals for whom resumes were submitted as part of the proposal to this solicitation.
- b. The Contractor shall provide the key personnel to serve in the capacity of the PM and each SME of the review team ("key personnel") overseeing or performing the actual work subject to the approval of the NRC TM. SMEs will have the required educational background and work experience to meet the objectives of the work specified in this SOW. Emphasis should be placed on previous training or work experience related to environmental reviews for nuclear reactors, medical isotope production facilities, or other similar actions.
- c. Specific personnel qualifications for this effort include:
 - i. One (1) SME in the area of Alternatives
 - ii. One (1) SME in the area of Accidents Analysis
 - iii. One (1) SME in the area of Cost Benefit Analysis, Need for Medical Isotopes
 - iv. One (1) SME in the area of Cultural & Historical Resources
 - v. One (1) SME in the area of Cumulative Impacts
 - vi. One (1) SME in the area of Ecology – Aquatic and Terrestrial
 - vii. One (1) SME in the area of Fuel Cycle, Decommissioning, and Nuclear Waste Storage
 - viii. One (1) SME in the area of Health Physics and Occupational Health
 - ix. One (1) SME in the area of Hydrology- Groundwater and Surface Water
 - x. One (1) SME in the area of Land Use
 - xi. One (1) SME in the area of Meteorology and Air Quality
 - xii. One (1) SME in the area of Nonradiological Waste
 - xiii. One (1) SME in the area of Socioeconomics and Environmental Justice
 - xiv. One (1) SME in the area of Seismology and Geology
 - xv. One (1) SME in the area of Transportation of Medical Isotopes
- d. Note: Team members may fulfill multiple roles subject to their expertise.

NRC-HQ-12-A-03-0006

- e. Severe Accident Mitigation Alternatives (SAMA) analysis will be provided by the NRC under a separate contract.

3.3 ORDERING PROCEDURES

3.3.1 The contractor shall perform technical assistance services, as described in the issued task orders for the purpose to support statement of work requirements; during the contract period of performance.

3.3.2 The actual assignments of tasks will be made by the NRC Contracting Officer (CO) in conjunction with the NRC Project Officer (PO) through issuance of tasks orders, see Contract subsection Task Order Procedure (Oct 1999). No work shall commence on any task unless the contractor has a signed task order.

4.0 SPECIFIC TASKS

The Contractor(s) shall assist NRC in subject matter review and the production of draft and final EAs or EISs for the construction and operation of two Mo-99 production facilities and draft and final SEISs for up to eight operating reactor license renewals. The environmental review for each licensing action will be awarded under a unique task order.

For each task order, the Contractor selected will propose and designate a Project Manager (PM) who will direct the subject matter experts' (SME) efforts for delivering consistent, high quality products and services that satisfy NRC requirements, schedules, and budget commitments. The Contractor will provide a project plan, (Attachment 4) which will explain the Contractor's management approach, including topics such as SME oversight, commitment tracking, quality and records control, cost and schedule control, type and frequency of project meetings, Contractor staff orientation activities, and travel plan. The project plan will include the Contractor's quality control plan, which outlines the procedures and systems 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 deliverables.

For planning purposes, the PM and SMEs are expected to participate in the site visit to conduct the environmental review and participate in meetings during the final review week for the draft and final EIS and SEIS. The PM is expected to participate in interactions with the applicant (e.g., teleconferences with the applicant, public meetings for scoping and to collect comments on the draft EIS), and such activities may involve limited participation by Contractor staff as directed by the NRC Technical Monitor (TM). Final review meetings should be anticipated to be held at the NRC, Contractor's location, or via internet-enabled meetings, in advance of preparing environmental deliverables, which will serve as input to NRC documents released into the public domain. At a minimum, the NRC TM will participate in each of these meetings; the NRC legal staff, NRC technical team members, NRC management, and the NRC Project Officer

NRC-HQ-12-A-03-0006

(PO) will participate on a less frequent basis. The following table¹ describes the subtasks and standards that will be required for each task order:

For planning purposes, this table is for the development of an EIS or SEIS. If, instead of an EIS, an EA is required, much of the following subtasks and standards would be eliminated or considerably diminished in scope.

Subtasks and Standards	Targeted Completion (Days After Receipt of Application)	Deliverables
<p>4.1 Task 1 Post-Award (Kickoff) Meeting and Project Plan</p> <p>4.1.1 REQUIREMENT: The Contractor shall participate in a kickoff meeting or teleconference with NRC staff within 10 working days of award of the contract, or as otherwise directed by the NRC CO and PO. The purpose of the initial meeting is to discuss the project plan.</p> <p>The NRC CO, PO, NRC TM, and PM shall establish the elements of the final project plan, inclusive of deliverables, schedules, and staffing, and shall discuss expectations and objectives of the technical assistance, timeliness and quality of review products.</p> <p>The Contractor shall provide technical assistance in accordance with the final project plan approved by the NRC CO and PO. A copy of the final project plan shall be sent electronically to the NRC CO, PO and TM. The plan shall include the schedule and planned deliverables (Microsoft Project or similar format) for the duration of the contract.</p> <p>4.1.2 STANDARD: PM, and other key personnel, if needed, are required to attend the entire contract kickoff meeting or participate via conference call.</p>	<p>Within 10 working days of contract award</p>	<p>Appropriate staff attend Post award meeting</p>
<p>4.2 Task 2 ENVIRONMENTAL PROJECT PLAN (EPP)</p> <p>4.2.1 REQUIREMENT: Adopt environmental project plan (EPP), become familiar with applicant's ER, and become familiar with basis for NRC's acceptance review conclusion and information needs.</p> <p>4.2.2 STANDARD: EPP clearly explains processes discussed above.</p>	<p>30</p>	<p>Environmental Project Plan</p>

Subtasks and Standards	Targeted Completion (Days After Receipt of Application)	Deliverables
<p>4.3 Task 3 Site Visit</p> <p>4.3.1 REQUIREMENT: The contractor shall perform detailed initial technical review of ER and provide the following: (a) submit a list of site information needs which explains the technical issues and documents to be made available at the site visit, and (b) provide input in the form of a pre-visit working draft (by chapter) of environmental analysis in EIS format.</p> <p>4.3.2 STANDARD: Site visit needs are provided at least one month prior to site visit. Pre-visit working draft that follows the NRC provided examples/guidance without pre-approved deviation. Independent technical evaluations are expected to document rationale for reliance on applicant and alternate sources.</p> <p>4.4 Task 4 Planning and Support</p> <p>4.4.1 REQUIREMENT: The contractor shall provide planning and support during NRC/Contractor-led team visit to (a) the proposed site and (b) alternative sites, if applicable.</p> <p>4.4.2 STANDARD: Participation of individuals designated by NRC TM and written confirmation.</p> <p>4.5 Task 5 Trip Report</p> <p>4.5.1 REQUIREMENT: The contractor shall provide a memorandum (as input to Trip Report) that summarizes information reviewed during the site visit, results of the visit, and meeting discussions.</p> <p>4.5.2 STANDARD: The memorandum shall clearly summarize visit activities.</p>	<p>65</p> <p>90</p> <p>125</p>	<p>Information needs and pre-visit working draft of the EIS</p> <p>Memorandum as input to Trip Report</p>

Subtasks and Standards	Targeted Completion (Days After Receipt of Application)	Deliverables
<p>4.6 Task 6 Meeting Support</p> <p>4.6.1 REQUIREMENT: The contractor shall provide planning and support for (a) public scoping meeting(s) near the site, and (b) participation in scoping meeting(s).</p> <p>4.6.2 STANDARD: Participation of individuals designated by NRC TM and written confirmation.</p>	90	
<p>4.7. Assist With Scoping Summary Report</p> <p>4.7.1 REQUIREMENT: The contractor shall assist the NRC TM in assembling, sorting, and responding to comments from the environmental scoping process. The contractor shall provide camera-ready input to NRC CO, PO and TM for scoping summary report.</p> <p>4.7.2 STANDARD: The contractor shall ensure comments are assembled, sorted, and responded to in a proper and timely manner. Input to scoping summary report that follows the NRC provided template/guidance without pre-approved deviation.</p>	125	Scoping Summary Report

Subtasks and Standards	Targeted Completion (Days After Receipt of Application)	Deliverables
<p>4.8 Task 8 Requests for Additional Information</p> <p>4.8.1 REQUIREMENT: The contractor shall provide the following:</p> <p>(a) requests for additional information (RAIs) that clearly explain specific data needs from the applicant and</p> <p>(b) a post-visit working draft (by chapter and an update of the input from subtask b) of the environmental analysis in EIS format.</p> <p>Subsequent to NRC issuance of RAIs, at a minimum, the PM, and a potential subset of SMEs, will support the NRC at a public meeting and/or teleconference to discuss the RAIs with the applicant, if needed.</p> <p>4.8.2 STANDARD: The contractor shall submit the RAIs and post-visit draft timely and follow the NRC provided template/guidance without pre-approved deviation. Independent technical evaluations are expected to document rationale for reliance on applicant and alternate sources</p>	<p>110</p> <p>130</p>	<p>RAIs and Post-visit working draft of the EIS</p>
<p>4.9 Task 9 Draft EIS and Final Review Week Meetings</p> <p>4.9.1 REQUIREMENT: The contractor shall:</p> <p>(a) Complete detailed technical review of ER and responses to RAIs;</p> <p>(b) provide camera-ready draft EIS (including technical editing) consistent with the NRC provided guidance and examples, and</p> <p>(c) host NRC/Contractor-led team discussions on technical consistency and conformance with regulatory guidance, incorporate resolutions. Team discussions may occur at the Contractor's office, or via internet-enabled meetings, as agreed upon with the NRC TM.</p> <p>4.9.2 STANDARD: The contractor shall draft EIS that follows the NRC provided template/guidance without pre-approved deviation. Independent technical evaluations are expected to document rationale for reliance on applicant and alternate sources.</p>	<p>210</p> <p>230</p> <p>TBD</p>	<p>Draft EIS</p>

Subtasks and Standards	Targeted Completion (Days After Receipt of Application)	Deliverables
<p>4.10 Task 10 Finalized Draft EIS</p> <p>4.10.1 REQUIREMENT: The contractor shall provide finalized camera-ready draft EIS, which shall incorporate any comments from the final review week and undergo a technical editing review.</p> <p>4.10.2 STANDARD: The draft EIS shall follow the NRC provided comments/template/guidance without pre-approved deviation.</p>	245	Finalized draft EIS
<p>4.11 Task 11 Public Meeting on the Draft EIS</p> <p>4.11.1 REQUIREMENT: The contractor shall plan and provide support for the public meeting on the draft EIS or SEIS near the site; the NRC TM will present the team findings and appropriate team members will participate to respond to questions during the presentation.</p> <p>4.11.2 STANDARD: The contractor's participation of individuals designated by NRC TM and acknowledgment that participation is necessary, if relevant technical areas apply.</p>	345	

Subtasks and Standards	Targeted Completion (Days After Receipt of Application)	Deliverables
4.12 Task 12 Sort and Address Public Comments on the Draft EIS or SEIS		
4.12.1 REQUIREMENT: The contractor shall support NRC TM in assembling, sorting, and responding to comments received at the public meeting and during the public comment period. Submit draft responses to public comments.	420	Draft of responses to public comments on the draft EIS
4.12.2 STANDARD: The contractor shall ensure comments are properly assembled, sorted, and responded to within the final EIS or SEIS.		
4.13 Task 13 Camera-Ready Final EIS or SEIS and Final Review Week Working Group Meetings		
4.13.1 REQUIREMENT: The contractor shall:		
(a) Provide final EIS or SEIS (including technical editing) consistent with the NRC provided guidance and examples and that is revised, as appropriate, based on public comments on the draft, and	445	Final EIS
(b) participate in NRC/Contractor-led team discussions on technical consistency and conformance with regulatory guidance, incorporate resolutions. Team discussions may occur at the NRC, Contractor's office, or via internet-enabled meetings, as agreed upon with the NRC TM.	460	
4.13.2 STANDARD: The contractor shall provide Final EIS or SEIS that follows the NRC template/guidance without pre-approved deviation. Independent technical evaluations are expected to document rationale for reliance on applicant and alternate sources.		

Subtasks and Standards	Targeted Completion (Days After Receipt of Application)	Deliverables
<p>4.14 Task 14 Final EIS or SEIS</p> <p>4.14.1 REQUIREMENT: The contractor shall provide finalized final EIS, which shall incorporate any comments from the final review week and undergo a technical editing review.</p> <p>4.14.2 STANDARD: The contractor shall ensure that the Final EIS or SEIS that follows the NRC provided comments/template/guidance without pre-approved deviation.</p> <p>4.15 Task 15 Hearing Support (If needed)</p> <p>4.15.1 REQUIREMENT: The contractor shall support NRC TM and NRC staff in preparing for and participating in hearing (including pre-hearing conferences, preparing testimony, attendance as witness, and contributing to the hearing files), if needed.</p> <p>4.15.2 STANDARD: The contractor shall ensure participation of individuals (and means of participation) designated by NRC TM and inputs provided in a timely manner to support hearing activities in advance of legal discussions. The contractor shall provide NRC TM acknowledgment that participation is necessary, if relevant technical areas apply.</p>	<p>475</p> <p>Throughout Project – Hearing schedule TBD</p>	<p>Final EIS or SEIS</p> <p>Documentation for inputs (e.g., testimony) to be closely coordinated with legal staff consistent with information provided in EIS and filings in response to contentions. Hearing file records provided on a continuing basis throughout the review</p>

Subtasks and Standards	Targeted Completion (Days After Receipt of Application)	Deliverables
<p>4.16 Task 16 Monthly Reports</p> <p>4.16.1 REQUIREMENT: The Contractor shall prepare a MLSR. The Contractor shall prepare a spending plan which will be included in the MLSR. (See section 5.0)</p> <p>4.16.2 STANDARD: The reports shall meet the standards in section 5.0 Monthly Report of the statement of work.</p>	<p>Due by the 15th of each month</p>	<p>A monthly letter status report</p>

Deliverables shall be written in accordance with NRC review guidance, and shall be consistent with NUREG-0650, "Publishing Documents in the NUREG Series" and NUREG-1379, "NRC Editorial Style Guide." The PM will document deliverables with milestones and schedules in the project monthly letter status reports (MLSR). Unless otherwise specified by the NRC TM, all deliverables will be produced in both electronic (Microsoft ® Word or other agreed upon software) and hardcopy version.

Unless otherwise requested by the NRC TM, the Contractor will deliver one hardcopy of all deliverables (draft and final) to the NRC PM and one copy to the NRC TM. The electronic versions of the deliverables will be delivered to the NRC TM with notification of the delivery to the NRC PO. The Contractor will identify the Job Control Number (JCN) and the Technical Assignment Control (TAC) number(s) on all correspondence related to this contract. The TAC numbers will be provided shortly after receipt of the application.

5.0 REPORTING REQUIREMENTS

a. Monthly Letter Status Report

The Contractor shall prepare a spending plan which will be included in the MLSR and updated each month. This spending plan shall contain the estimated number of hours and total dollars the Contractor plans to spend for each associated task.

The Contractor shall provide a monthly letter status report by the 15th of each month that gives the technical and financial status of the effort. This includes an itemization of time spent by individual project team members in performing assigned tasks. The Contractor shall transmit the report by e-mail to the NRC TM, the NRC PO, NRRObligations@nrc.gov, and OCFO_Obligations.Resource@nrc.gov. The Contractor shall mail a hardcopy of the report to

NRC-HQ-12-A-03-0006

the NRC Contracting Officer (CO). Attachment 3 of this SOW contains the format and content requirements for the report.

The technical status section of the report shall contain a summary of the work performed under each task during the reporting period; milestones reached or, if missed, an explanation for any problems or delays encountered or anticipated, with Contractor's recommendations for resolution; and planned work 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.

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, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and the balance of funds required to complete the contract or SOW.

b. Technical reporting requirements

Unless otherwise specified above, the Contractor shall provide all deliverables as draft products. The NRC TM will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the Contractor. The Contractor shall revise the draft deliverable based on the comments provided by the TM, and then deliver the final version of the deliverable. When mutually agreed upon between the Contractor and the TM, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement.

The Contractor shall provide the deliverables in hard copy and electronic formats. The electronic format shall be provided in Microsoft Word or other word processing software approved by the TM. For each deliverable, the Contractor shall provide one hardcopy and electronic copy to both the NRC PO and the NRC TM. The schedule for deliverables shall be contained in the approved project plan.

In all correspondence, include the following identifying information:

- JCN No. (J-XXXX) and Task Order No.
- TAC No. XXXXX
- Applicant's Name

Communications with the NRC and among Contractor staff may be subject to hearing file requirements under 10 CFR Part 2. In this circumstance, the NRC TM will identify the type of records that must be provided to the NRC for inclusion in the hearing file.

6.0 MEETINGS AND TRAVEL

The following travel assumptions should be considered in planning the work effort. Each technical area has its own set of assumptions based on the complexity of the issue in general and the unique circumstances at the proposed location of the project. Some activities do not require visits to the site area, some do not require participation in team discussions, some do

NRC-HQ-12-A-03-0006

not require technical support for the NRC at public meetings, and some will not be the subject of a hearing.

For each Moly 99 application, one 5-day trip visit should be planned for the PM and up to eight environmental review team members (Subject Matter Experts) for (1) site familiarization, and (2) information gathering meetings with the applicant, the public, and Federal, Tribal, State and local governmental and other organizations in the site vicinity. For each license renewal application, a similar number of trips should be planned, but for the PM and five SMEs. Depending on the technical area, selected Contractor staff may need to drive to meet with NRC stakeholders or to drive off road to observe the land that may be disturbed as part of the project, or may need to use other conveyances, including boats, to become familiar with land features.

One, 4-day trip should be planned for the PM and up to 3 SMEs for a public meeting near the site to provide insight to members of the public to assist them in providing comments on the draft EIS or SEIS.

Up to three, 3-day trips to NRC headquarters located in Rockville, Maryland or to the site or nearby areas should be planned, for the PM to selectively participate in discussions with the applicant on RAIs, with external stakeholders on, for example, intergovernmental technical issues, in preparation with legal staff as part of hearing support.

Working meetings at the Contractor's location involving the key environmental personnel should be planned prior to the completion of the draft and final EIS. Note that some SMEs may be asked to participate via internet-enabled meetings, as agreed upon with the NRC TM.

Based on the disciplines assigned, the Contractor should plan on 65 person trip-days per Moly 99 task order and 34 person trip-days for each license renewal task order. Periodically, over the course of this contract, the Contractor will interact (e.g., via e-mail or telephone) with the NRC TM to discuss (a) project progress, (b) questions, (c) NRC comments, and (d) the conduct and content of subtasks associated with this contract. It is anticipated that most of the communication between the NRC and the Contractor will be handled in this manner.

7.0 NRC FURNISHED MATERIAL

The NRC TM will provide NRC documents related to the applicable portions of the application that are readily available. The NRC TM will provide access to the applicant's safety analysis report and other pertinent sections of other NRC safety or environmental documents and docketed correspondence on related issues.

The Contractor staff will identify any additional NRC documentation that is needed and the NRC TM will determine whether it will be provided by the NRC or obtained directly by the Contractor from NUDOCS, ADAMS, NRC public document room or the NRC website at www.nrc.gov.

8.0 PERIOD OF PERFORMANCE

The projected period of performance is forty-two (42) months.

9.0. OTHER APPLICABLE INFORMATION

a. License Fee Recovery

All work under this task order is fee recoverable under 10 CFR Part 170 and must be charged to the appropriate TAC number(s).

b. Assumptions and Understandings:

The level of effort assumes that the SMEs have been qualified through the orientation activity tasks.

The level of effort assumes that the applicant will work cooperatively with the NRC team during the environmental site visit and that the number of RAIs resulting thereafter is of the order of five per technical area.

The level of effort assumes that the total number of comments on the draft EIS or SEIS across all technical areas will be of the order of 800 comments and that about 10 percent will require a refinement of earlier analyses.

Unless specifically requested by the Contractor, it is assumed that it has access to NRC furnished material on the Internet.

The key deliverables for each task shall be the NRC draft and final EISs or SEISs. The documents will identify the NRC's technical and environmental basis for evaluation of the application. The environmental analysis must provide sufficient information to adequately explain the NRC staff's rationale for its assessment of the reasonably foreseeable impacts on the human environment of constructing, operating, and decommissioning the proposed project, or relicensing an existing plant

Attachment 3

A. Task Order Identification and Financial Summary Information

Task Order Number

NRC Project Manager: XXXXXX (301) 415-xxxx

Period of Performance:

[illegible]

B. Efforts Completed/Schedule Milestone Information

Subtask	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date
1	xxx	09/30/2010		

C. Work Performed

Work under this task order is XX percent complete.

D. Problem/Resolution**E. Travel for This Period**

Name	Start Date	End Date	Destination

F. Plans for Next Period**G. Staff Hour Summary**

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status
1	xxxx	100	50	100% Completed
	xxxx		50	
2	xxxx	120	25	25% complete
	xxxx		0	

NRC-HQ-12-A-03-0006

Monthly Status Report for (Month) continued

LICENSE FEE RECOVERY COST STATUS

Contract No:

Job Code:

Title:

Task/ Task Order	Facility Name and Unit	Docket Number	Identification (TAC) Number	Costs	
				Period	Cumulative

Attachment 4.**Project Plan Format**

The project plan shall clearly describe your organization's planned technical and management approach to performing the effort described in the SOW for the specific task order. The project plan shall describe the 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; problems and risks anticipated, as well as risk mitigation plans. The plan shall also describe the management and administrative controls that the contractor 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.

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			

Innovations Innovations that will be used to ensure the schedule is met consist of use of Microsoft Project® or similar format.

Quality Control All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC. A NUREG template will be used by all reviewers.

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

NRC-HQ-12-A-03-0006

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 5.

Performance Evaluation Plan

JCN: Q4272 Task Order #: _____ Rating Period: MM/DD/YYYY to MM/DD/YYYY

TM: _____ (Contractor) PM: _____

Assessment of Task Order Performance

Category	Rating			
I. Technical Performance	Excellent	Satisfactory	Unsatisfactory	N/A
Drafted required documents				
Incorporation of comments				
II. Task Management	Excellent	Satisfactory	Unsatisfactory	N/A
Timeliness (Schedule)				
III. Budget Management	Excellent	Satisfactory	Unsatisfactory	N/A
Budget Compliance				

Note: A written justification is required, and must be attached, for any rating of Unsatisfactory; however, comments may still be provided with a Satisfactory rating if there are issues of concern.

TM

I certify that the above evaluation is accurate.

PO

I concur in the rating provided by the TO TM.

Comments:

Comments:

Signature _____ Date _____ Signature _____ Date _____

Note: PO signature only required when rating of unsatisfactory is given.

Attachment 6.

Rating Scale and Subcategory Definitions Rating Scale

Support Documents Drafted

- Excellent – Drafted all appropriate support documents as specified in the Task Order. Interfaced with NRC staff at least weekly to collect their inputs, and made recommendations in a clear and concise manner.
- Satisfactory – Drafted all appropriate support documents as specified in the Task Order. Communication with the NRC staff was infrequent (less than weekly) but adequate.
- Unsatisfactory – Did not draft one or more appropriate support documents as specified in the Task Order. Communications with NRC staff was infrequent and inadequate.

Budget

- Excellent – Performed all work specified in the Task Order at or within the initial budget.
- Satisfactory – Performed all identified tasks within the NRC adjusted budget that was adjusted for issues outside the contractor's control. Contractor identified budget and schedule issues promptly to NRC to allow adequate time to evaluate the situation and revise the budget as needed.
- Unsatisfactory – Failed to complete work specified in the Task Order within budget. Did not adequately keep NRC advised of issues that could affect the task budget or schedule.

Incorporation of Comments

- Excellent – Communicated effectively and in a timely manner with NRC to incorporate NRC comments promptly and correctly. Resolved or incorporated major comments in one iteration. General and editorial comments were resolved quickly and ahead of schedule. Questions and potential issues were resolved in a highly professional manner.
- Satisfactory – Communicated adequately with the NRC staff to collect and incorporate comments. One or more rounds of comment resolution were required to resolve major issues. General and editorial comments were resolved within the established scheduled time period.
- Unsatisfactory – Communication between the contractor and NRC was inadequate to identify and incorporate comments in a timely manner. Several iterations of comment resolution were insufficient to incorporate the NRC comments. Major issue resolution was not pursued appropriately, and general and editorial comments were not adequately

NRC-HQ-12-A-03-0006

addressed, which caused a schedule delay.

Timeliness

- Excellent – Completed all tasks on or ahead of schedule.
- Satisfactory – Completed all tasks at or ahead of the revised schedule (due to circumstances beyond the contractor's control).
- Unsatisfactory – Exceeded the agreed upon (or revised) schedule by greater than 2 business days.

Attachment 7.

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

Standard Forms: Claims shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments@NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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.

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

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The

NRC-HQ-12-A-03-0006

instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Billing of Costs 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 invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

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

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Labor Hour/Time and Materials Type Contracts (June 2008).

NRC-HQ-12-A-03-0006
INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)

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. Invoice/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 (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. **Task Order Number.** Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. **Invoice/Voucher.** The appropriate sequential number of the invoice/voucher, 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.
- f. **Date of Invoice/Voucher.** Insert the date the invoice/voucher is prepared.
- g. **Billing period.** Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

NRC-HQ-12-A-03-0006

h. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

i. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

n. 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 (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
---------------------------	-------------------------	---------------------------------	--------------	------------------------------------

(2) Contractor-acquired property (\$50,000 or more). 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) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and 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.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

NRC-HQ-12-A-03-0006

(5) Consultant Fee. 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).

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

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

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

o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

q. Grand Totals.

3. Sample Invoice/Voucher InformationSample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from ____ through ____.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:1) Direct Burdened Labor - \$4,800

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Burdened</u> <u>Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			\$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

NRC-HQ-12-A-03-0006

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

3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00	= \$1,100
6 Pairs Electrostatic gloves @ \$150.00	= \$ 900
	<u>\$2,000</u>

4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

6) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

7) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	- <u>0</u>
Grand Total	\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Attachment 8

BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)

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 invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments.NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

Purchase of Capital Property: (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

NRC-HQ-12-A-03-0006

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

NRC-HQ-12-A-03-0006

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

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. Invoice/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. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, 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 (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, 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.

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

g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.

h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

NRC-HQ-12-A-03-0006

- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.

ATTACHMENT 9

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:
 - 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;
 - 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. (fill-in), "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.

Attachment No. 10

Subpart 2009.5 Organizational Conflicts of Interest

§2009.500 Scope of subpart.

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

§2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

NRC-HQ-12-A-03-0006

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

- (i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?
- (ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

NRC-HQ-12-A-03-0006

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

NRC-HQ-12-A-03-0006

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the

NRC-HQ-12-A-03-0006

contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

NRC-HQ-12-A-03-0006

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

NRC-HQ-12-A-03-0006
§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

- (1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;
- (2) Software exclusion clauses;
- (3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and
- (4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

§2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

NRC-HQ-12-A-03-0006

§2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

§2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

(1) The work to be performed under contract is vital to the NRC program;

(2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

§2009.570-10 Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.