

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1 43		
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-HQ-13-C-07-0024		3. EFFECTIVE DATE <b>2/27/13</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NSR-12-046			
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-492-3623 Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	6. ADMINISTERED BY (if other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  OBSIDIAN ANALYSIS, INC.  1000 CONNECTICUT AVE NW 9TH FLR  WASHINGTON DC 200365302  DUNS: 961894511			8. DELIVERY  <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT  N/A				
CODE			FACILITY CODE				
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission  Washington DC 20555		CODE	12. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX:				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		14. ACCOUNTING AND APPROPRIATION DATA Obligate: \$105,568 B&R: 2013-11-11-7-122 JOB: R3151 BOC: 251B Approp: 31X0200311 NAICS: 541620 PSC: B510 FAIMIS: 130731					
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	The contractor shall provide the services required in the Statement of Work (Section C). Contract Title: Risk Informed And Performance Based Oversight Of Radiological Emergency Response Programs Total Contract Ceiling including all options: \$237,131 Period of Performance: 20 months from award date Contract Type: Firm Fixed Price DUNS: 961894511						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>							
<b>16. TABLE OF CONTENTS</b> See Attached Table of Contents							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Kevin P. O'Prey, President				20A. NAME OF CONTRACTING OFFICER Adelis M Rodriguez Contracting Officer			
19B. NAME OF CONTRACTOR BY <u>K. P. O'Prey</u> Digitally signed by Kevin P. O'Prey D:\nsr\12-046\130731\130731-0500		19C. DATE SIGNED 2-26-13		20B. UNITED STATES OF AMERICA BY <u>Adelis M Rodriguez</u> (Signature of Contracting Officer)		20C. DATE SIGNED 2/27/13	

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAR 08 2013

ADM002

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

## B.1 PRICE/COST SCHEDULE

BASE PERIOD: Twenty (20) Months from date of award

CLIN	Description of Services	Quantity	Unit	Unit Price	Total Price
<b>Firm Fixed Priced Clins</b>					
1	4.1 TASK 1 POST AWARD MEETING		Ea		
2	4.2 TASK 2 - DEVELOP RISK INFORMED AND PERFORMANCE-BASED OVERSIGHT SYSTEM		Month		
3	4.3 Optional TASK - 3 INTEGRATE Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) INITIATIVES WITH RADIOLOGICAL EMERGENCY RESPONSE PROGRAMS (RERP) and Nuclear Power Plant (NPP) Emergency Preparedness (EP)		Month		
4	4.4 Optional TASK 4 – DOCUMENT THE STUDY OF RISK INFORMED AND PERFORMANCE BASED OVERSIGHT OF RADIOLOGICAL EMERGENCY RESPONSE PROGRAMS		Month		
5	MONTHLY LETTER STATUS REPORTS (MLSRs).		Ea		
<b>Cost Reimbursement CLINS</b>					<b>Total estimated cost</b>
6	*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/ RECEIPTS.				Not to exceed (NTE) ceiling of \$
	NTE Local Travel (not to exceed) See SOW paragraph 7.0 Meetings/Travel – Includes a handling fee of				
7	ODC to include copy and mailing (not to exceed) – – Includes a handling fee of				NTE ceiling of
<b>TOTAL ESTIMATED PRICE</b>					<b>\$237,130</b>

**B.2 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)**

(a) The title of this project is: Risk Informed And Performance Based Oversight of Radiological Emergency Response Programs

(b) Summary work description:

To provide the NRC with a study that explores risk informed and performance based regulatory oversight of offsite emergency preparedness programs that support of nuclear power plants (i.e., Radiological Emergency Response Programs). Identify areas where DHS and FEMA initiatives could be integrated with radiological emergency response programs (RERP).

**B.3 CONSIDERATION AND OBLIGATION--FIRM-FIXED-PRICE (AUG 2011)**

(a) The total amount of the Firm-Fixed-Price portion of this contract is \$82,908 (Clins 1, 2 and 5) and this amount is fully-funded.

(b) The total amount for the cost reimbursement clins (6 and 7) is \$22,660 and this amount is also fully-funded.

**SECTION C - STATEMENT OF WORK****TITLE: RISK INFORMED AND PERFORMANCE BASED OVERSIGHT OF RADIOLOGICAL EMERGENCY RESPONSE PROGRAMS****1.0 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) will conduct and administrate this project in close coordination with the Federal Emergency Management Agency (FEMA). In SECY-06-0200, "Results of the Review of Emergency Preparedness Regulations and Guidance," dated September 20, 2006, the staff proposed to begin activities to develop a performance-based regulatory concept. In the staff requirements memorandum (SRM) to SECY-06-0200, dated January 8, 2007, the Commission approved the request by the staff to begin exploratory activities in this area with the Department of Homeland Security (DHS)/FEMA, conducting one or more public meetings and providing a recommendation to the Commission on a path forward.

The staff developed a conceptual description of a risk informed performance-based emergency preparedness (PBEP) regulatory regimen for the onsite portions of nuclear plant emergency preparedness (EP) programs. The staff presented the conceptual description to internal stakeholders and FEMA. The proposed regimen was revised based on feedback and then presented at a public meeting conducted on March 5, 2008. The staff discussed aspects of the proposed regulatory regimen including program goals, design considerations, performance demonstrations, performance indicators, and oversight activities. Comments from State stakeholders were generally supportive of the regimen and industry personnel asked insightful questions (Agency wide Documents Access and Management System (ADAMS) Accession Number ML080940393 for a meeting summary).

During the meeting, NRC staff identified additional developmental areas considered necessary before the regimen shall be pursued in rulemaking. These areas include consensus performance standards, performance indicators, oversight process, and program implementation guidance. The staff conveyed to stakeholders that they would have a role in these developmental activities.

On May 9, 2008, the Nuclear Energy Institute Director of Emergency Preparedness provided the NRC a letter (ADAMS Accession Number ML081340523) stating that industry would not be supportive of development or implementation of the PBEP regimen in the near future because of competing priorities. However, their letter noted that after the current EP rulemaking is completed, the nuclear industry shall give stronger consideration to developing the regimen.

In the September 11, 2008, SRM COMDEK-08-0005, "FY2010 NRC Performance Budget Proposal," the Commission provided direction to support the development of a performance-based approach to EP. The SRM directed the staff to work with local communities and DHS to begin the next major EP enhancement of working to quantify the protection that EP plans and procedures should result in and codify them in regulations that are transparent, objective, and measurable.

In a memorandum dated November 24, 2008 (ADAMS Accession Number ML082100042), the staff stated their intention to begin activities in this area by the development of overarching goals for a proposed PBEP program to include consideration of offsite EP programs. This project is intended to fulfill that commitment.

DHS has promulgated a capabilities-based planning process supported by three planning tools: the National Planning Scenarios, Target Capabilities List (TCL), and Universal Task List (<https://odp.esportals.com> or <https://www.llis.dhs.gov>). The TCL describes the capabilities related to the four homeland security mission areas: Prevent, Protect, Respond and Recover. It defines and provides the basis for assessing preparedness. It also establishes national guidance for preparing the Nation for major all-hazards events, such as those defined by the National Planning Scenarios. The current version of the TCL contains 37 core capabilities.

The Post Katrina Emergency Management Reform Act of 2006 (PKEMRA) tasked the FEMA Administrator to provide the federal leadership necessary to mitigate, prepare for, respond to, and recover from a disaster and develop a national emergency management system capable of responding to catastrophic incidents.

The President, through Presidential Policy Directive 8, has recently provided additional direction for the country's Emergency Preparedness. Further, DHS has provided a vision of nationwide preparedness: A NATION PREPARED with coordinated capabilities to prevent, protect against, respond to, and recover from all hazards in a way that balances risk with resources and need. The DHS Guidelines establish the following priorities to meet the Nation's most urgent needs and adopt a Capabilities-Based Planning process to define and build the capabilities to achieve the Guidelines:

- Expand regional collaboration
- Implement the National Incident Management System and the National Response Framework
- Implement the National Infrastructure Protection Plan
- Strengthen information sharing and collaboration capabilities
- Strengthen communications capabilities
- Strengthen detection, response, and decontamination capabilities
- Strengthen medical surge and mass prophylaxis capabilities
- Strengthen planning and citizen preparedness capabilities

The TCL provides a guide for addressing the priorities and achieving the National Preparedness Guidelines. Capabilities provide the means to accomplish a mission and achieve desired outcomes by performing critical tasks, under specified conditions, to target levels of performance. Capabilities are delivered by appropriate combinations of planning, organization, equipment, training, and exercises. The TCL supports an all-hazards approach to building capabilities that may be needed in the event of terrorist attacks, natural disasters, health emergencies, and other major events. All 37 capabilities in the TCL were developed with the active participation of stakeholders representing all levels of government, non-governmental organizations, and the private sector.

Nuclear plant EP programs are compatible with these national level initiatives, but are not integrated. The study will examine methods for and the impact of integrating EP programs with DHS/FEMA initiatives in a manner that improves the level of EP, allows for flexibility in developing response capability and enhances oversight through performance-based methods.

This scope of work will explore the use of performance-based regulatory oversight of Radiological Emergency Response Plan (RERP) that support NPPs as well as methods to integrate ORO oversight into DHS national initiatives. The purpose of such a system is to improve effectiveness and efficiency. A performance-based oversight system would focus on outcomes, i.e., the ability of responders to perform the necessary functions to protect public health and safety during a significant, yet unlikely NPP accident. For the performance-based oversight system to be both effective and efficient, it must improve oversight as well as enhance the flexibility to plan and respond without an increase in resources (after initial implementation). Ideally, performance-based oversight would enhance both NRC's and FEMA's ability to confirm the adequacy of NPP EP while reducing burden and increasing flexibility for response options. Further, integration of RERP into DHS nationwide preparedness initiatives has the potential to improve preparedness across hazard types while reducing burden on response organizations.

## **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

This Scope of Work outlines the project and expectations for completion. However, the contractor may propose alternative methods to achieve the project goals. It may be that innovative solutions to the issue are more effective than those outlined herein. Alternatives should be proposed as options to allow even evaluation of submissions, but such alternatives that achieve objectives may be favorably judged.

This project is ground breaking in the examination of advanced regulatory oversight techniques. The contractor should expect the support of NRC staff in guiding the effort. A collaborative project environment is expected and meeting the study goals is more important than any one of the subtask elements. The NRC staff will work with the contractor to achieve the study goals. The study goals are captured in Sections 4.2 and 4.3 below.

### 3.1 SCOPE OF WORK

The contractor shall examine methods for and the impact of integrating emergency preparedness (EP) programs with DHS/FEMA initiatives in a manner that improves the level of EP, allows for flexibility in developing response capability and enhances oversight through performance-based methods. The contractor shall explore the use of performance-based oversight of EP programs that support NPPs as well as methods to integrate EP into DHS national initiatives. The purpose of such a system is to improve effectiveness and efficiency. A performance-based oversight system would focus on outcomes, i.e., the ability of responders to perform the necessary functions to protect public health and safety during a significant, yet unlikely NPP accident.

### 3.2 General Requirements

- A. The Risk Informed and Performance Based Oversight of Radiological Emergency Response Programs study shall provide a road map for the NRC and FEMA to begin the next major EP enhancement of working to quantify the protection that EP plans and procedures shall result in and codify them in regulations and manuals that are transparent, objective, and measurable. The study conduct will not be constrained to narrow considerations and the contractor may propose restructuring of existing regulatory paradigm to achieve the objectives. Alternatively, the study may show that major changes cause excessive burden, and would not enhance oversight and flexibility significantly enough to warrant implementation. Although that outcome is not the intent, the study is expected to determine benefit without preconceived conclusions. The contractor conducting the study will work collegially with the NRC and FEMA staff to achieve objectives, but will not be directed to any conclusion. The contractor shall participate in telecon and in person meetings with NRC headquarter (HQ), FEMA HQ, and NRC regional personnel to discuss the project. The contractor shall confer with NRC staff regarding project, performance and technical issues.
- B. Definitions
  - 1. For the purpose of this study, the term "risk informed" is meant to convey that the most important elements of RERP with respect to protection of public health and safety are given greater attention than other supporting elements.
  - 2. The term "performance-based" is meant to convey oversight focus upon successful outcomes demonstrated through performance rather than review of compliance with plans/procedures or reporting of training attendance. Performance-based oversight would focus upon on drills and exercises or other performance enhancing opportunities.
  - 3. "Performance indicator" is meant to convey a method to measure program effectiveness during periods between direct evaluation. Generally a performance indicator is a measurable metric of response capability or the preparedness of equipment to support response. Performance indicators generally include a threshold for acceptable performance.
  - 4. "Radiological Emergency Response Plan" (RERP) is the term used to describe the offsite response



organization plan and programs that support nuclear plant emergency preparedness requirements promulgated by the Federal Emergency Management Agency and the Nuclear Regulatory Commission.

5. The term "offsite" is meant to convey the plume exposure pathway emergency planning zone (EPZ) required by 10 CFR 50.47(c)(2). Detailed emergency planning through the RERP is required within this area.

#### C. TECHNICAL AND OTHER SPECIAL REQUIREMENTS/GUIDANCE/STANDARDS

- The contractor shall draft, for consideration and approval of NRC staff, a study to determine the feasibility of implementing a risk informed and performance based regulatory oversight regimen for RERP programs.
- The contractor shall propose a risk informed and performance based regulatory oversight regimen for RERP. The study will identify whether the proposed regimen would ensure adequacy of response while enhancing regulatory focus on risk-significant issues, reducing burden, and enhancing flexibility in ORO response options.
- The contractor shall consider the interface with NPP licensee emergency plans as well as previous efforts to develop a performance based regulatory regimen for licensee programs. This project will focus on RERP but may draw upon preliminary work done for licensee programs.
- The contractor shall draft, for consideration and approval of NRC staff, a study of methods, including rule changes if necessary, to enhance the integration of Presidential and DHS preparedness initiatives and reporting requests into RERP as well as licensee emergency plans.
- The contractor shall draft, for consideration and approval of NRC staff, a study of possible revisions to regulation and/or guidance necessary for implementation of the risk informed and performance based regulatory regimen. The contractor shall propose for NRC consideration guidance on how these regulations should be implemented by NRC and FEMA.

#### 4.0 SPECIFIC TASKS

The contract requires professional-level conduct and documentation of tasks subject to NRC COR and management review and acceptance. The contractor shall provide the basis for recommendations. Professional judgment is an acceptable basis, but the expectation is that research, interview and quantifiable metrics will be presented for the majority of bases. Where quantifiable metrics are presented, supporting arithmetic analyses must be documented. Source documents shall be referenced where such documents are used to support recommendations.

##### 4.1 Task 1 - POST AWARD MEETING

**4.1.1. REQUIREMENT:** The Contractor's Program Manager, Contracting/Business representative and key personnel shall attend a post award kick-off meeting.

**4.1.2 DELIVERABLE:** The Contractor's personnel shall attend, arrive on-time and participate in the meeting.

**4.1.3 DUE:** within ten (10) business days after contract award

##### 4.2 TASK 2 - DEVELOP RISK INFORMED AND PERFORMANCE-BASED OVERSIGHT SYSTEM

Develop a conceptual risk informed and performance-based oversight process for RERP. The level of detail need not be complete, but shall be sufficient to guide the development of a detailed oversight process.

**4.2.1 REQUIREMENT:** The contractor shall:

1. Develop a set of overarching Performance Goals for the regulatory regimen. These goals may not be appropriate for regulation, but would be included in the statements of consideration and the rulemaking plan and would guide development efforts. The contractor may use the previously developed document "Elements of a Performance Based Emergency Preparedness Regulatory Regimen" to guide development (contained in package Adams No. ML080940393).
2. Develop a set of design considerations for the oversight regimen.
3. Identify RERP program elements and stratify the program elements by risk significance. This need not follow the 16 planning standards of 44 CFR 350.5, although this may be a starting point. The elements shall embody the actual functions necessary for effective response
4. Identify program elements that are candidates for transition to a more performance-based oversight process;
5. For those elements, propose performance-based methods for oversight;
6. Identify elements that could not effectively transition to performance-based oversight and describe oversight of these elements;
7. Determine if performance indicators are practical and could contribute to the oversight process and if practical, identify and define potential performance indicators. The performance indicators used in the NRC Reactor Oversight Process (Adams No. ML092931123) may be used as a model for development purposes, although these are not directly applicable to RERP;
8. Determine, if current FEMA RERP evaluation criteria can be quantified for use in the performance based oversight regimen;
9. Determine if the ARPAT software program can provide a tool to assist in RERP oversight;
10. Examine the current processes for determining ARCA's and Deficiencies and propose how issue identification would be used in the performance based oversight regimen;
11. Propose methodology to improve consistency of evaluating identified issues;
12. Evaluate consistency between the "Elements of a Performance Based Emergency Preparedness Regulatory Regimen" and the proposed RERP performance based oversight regimen.

**4.2.2 DELIVERABLE:**

The contractor shall provide a letter report containing the results of subtasks 1 through 4 above to NRC for review. This will form the basis for a progress meeting to determine how to proceed with subtasks 5 through 12. The letter report will be reviewed, revised and agreed upon before continuing.

The letter report is due 45 days after contract award.

The contractor shall provide a letter report containing the revised report on subtasks 1 through 4 as well as the determinations made on subtasks 5 through 12. In addition, the contractor shall provide an analysis showing whether the proposed RERP oversight regime would enhance the focus of ORO and FEMA resources upon risk significant program elements. The contractor shall include the technical basis for the analysis and supporting documentation where such documents are available.

The contractor shall provide a detailed written assessment of elements of RERP that could effectively transition to a more performance-based oversight regimen. The letter report shall include details of oversight methods. The study may determine that performance based oversight methods are or are not appropriate for RERP elements. The result of the study shall provide the professional judgment of the contractor supported by documentation and analysis. While Commission direction the NRC staff is to enhance the level of risk informed and performance based oversight, these methods can only be applied where they enhance agency ability to ensure public health and safety.

The second letter report is due 100 days after the comments on the first letter report have been transmitted by NRC.

The letter report may be reviewed and commented upon by NRC and FEMA. Comments will be addressed within 30

days of receipt and a revised report submitted.

#### **4.2.3 ADDITIONAL GUIDANCE AND/OR REFERENCES:**

Ideally, a risk informed performance-based oversight regimen would rely more fully on drill and exercise performance and less on Federal review and approval of plans, procedures, and processes. However, if performance opportunities are limited, it would affect oversight ability. It may be appropriate to consider performance opportunities outside of RERP. Concurrently, it may be appropriate to propose a transition from classroom training to more drill-oriented training methods.

#### **4.3 TASK - 3 INTEGRATE DHS/FEMA INITIATIVES WITH RERP and NPP EP**

A significant element of this study is an assessment of methods to integrate DHS/FEMA initiatives with RERP and NPP EP programs.

##### **4.3.1 REQUIREMENT:**

1. The contractor shall develop overarching objectives for integration of White House and DHS/FEMA initiatives into the RERP and NPP EP programs. To the extent practical, the integration must be consistent with and supportive of the performance based oversight regimen developed in Task 2.
2. Identify the DHS/FEMA initiatives, processes, and systems that affect State, local and NPP EP programs;
3. Evaluate the Onsite EP programs' compliance with Federal Law and Presidential Directives regarding EP
4. Provide an analysis on how (or whether) the proposed performance based oversight regimen would enhance NPP EP program consistency with the identified initiatives
5. Identify areas that could be integrated into RERP and NPP EP programs to reduce burden while enhancing overall response. Discuss whether the proposed integration would improve efficiency and enhance focus on risk significant response elements;
6. Develop an assessment of the potential for integration of the identified initiatives with RERP and NPP EP programs. The contractor shall display broad and deep knowledge of the existing DHS/FEMA initiatives as they relate to State, local and NPP preparedness programs. Where rule or guidance changes are necessary, these must be identified. However, the task does not include the development of rulemaking plans or regulatory analyses.

##### **4.3. 2 DELIVERABLE:**

The contractor shall document the task in a letter report. The letter report will propose overarching objectives expand upon those provided in this scope of work document. The contractor shall explain and provide supporting documentation where such documents are available in support of any proposed objectives and assessments. The letter report will address all the Task 3 subtasks.

##### **4.3.3 ADDITIONAL GUIDANCE AND/OR REFERENCES:**

The study shall examine the TCL system with respect to NPP exercise objectives to determine if the latter could be eliminated or merged with TCL system in a manner that would improve oversight and reduce burden. Assess if other NPP evaluation processes would be enhanced if subsumed by DHS processes, e.g., HSEEP. Alternately, determine if DHS processes could be enhanced by including NPP preparedness processes or elements. Determine if DHS reporting requests could be integrated with NPP annual letters of certification. Suggest whether oversight of RERP could be enhanced if solely aligned with DHS/FEMA general response guidance perhaps eliminating the need for NUREG-0654.

**DUE:** 180 days after contract award.

**4.4 TASK – DOCUMENT THE STUDY OF RISK INFORMED AND PERFORMANCE BASED OVERSIGHT OF RADIOLOGICAL EMERGENCY RESPONSE PROGRAMS****4.4.1 REQUIREMENT:**

The contractor shall: combine the letter reports of Tasks 4.2 and 4.3 and develop the conclusions outlined below into a final draft report suitable for publication as a NUREG/CR. The contractor shall develop a draft NUREG/CR for review by NRC COR and FEMA. The report will be revised in accordance with comments.

A final draft report will then be provided for NRC and FEMA management comment. The report will be revised in accordance with comments.

The revised final report will be published by NRC staff as a NUREG/CR. The contractor may be called upon to make minimal editorial revisions while the document is in the publication process but the NRC staff will publish the report.

The draft report shall also address the following conclusions/determinations:

1. Assess the feasibility of integration of RERP and NPP oversight with White House (PPD) and DHS/FEMA initiatives (HSEEP, TCLs, Whole of Community, etc) and the proposed oversight process;
2. Assess if the proposed performance based oversight regimen would enhance preparedness by focusing on risk significant issues, increase of ORO flexibility, reduce burden, ease implementation and conduct, and other factors that may be useful in determining the value of the proposed oversight regimen;
3. Assess, whether the integration of initiatives and the proposed oversight regimen would require more, less, or the same level of resources for routine oversight by FEMA and NRC after initial implementation is complete.
4. Assess impact on OROs for implementation of the proposed oversight regimen;
5. Describe the expected implementation process for the proposed oversight program;
6. Describe the expected implementation process for the proposed integration program;
7. Outline milestones that would be included in a detailed implementation schedule (the detailed schedule is not a task of this study);
8. Identify changes in regulation and guidance required to implement the proposed changes, (Detailed rulemaking and guidance language is not a task of this study);
9. Assess whether the proposed process would enhance the reasonable assurance standard used by FEMA and NRC for RERP and NPP EP programs.

**4.4.2 DELIVERABLE:**

The contractor shall submit a draft NUREG/CR 250 days after contract award.

The contractor shall submit a final draft NUREG/CR 15 days after receipt of Contracting Officer Representative (COR) comments.

The contractor shall submit a final NUREG/CR 15 days after receipt of management comments.

**4.4.3 Additional Guidance and/or References:**

The contractor will remain available to perform minor document modifications necessary to meet NRC NUREG/CR format standards.

The NRC has no predetermined outcome of the conclusion. Whether a performance-based oversight system would enhance effectiveness and efficiency is to be determined by the study. Implementation of such a program is the purview of NRC and FEMA and the study intent is to provide a technical basis for such considerations.

## 5.0 OTHER REQUIREMENTS

### 5.1 PUBLICATIONS NOTE

The NRC encourages the publication of the scientific results from NRC-sponsored programs in scientific and engineering journals, as appropriate. If the contractor proposes to publish in open literature or present the information at meetings, in addition to submitting the required technical reports, the contractor shall obtain the approval of the proposed article or presentation from the NRC COR. The NRC COR shall either approve the material as submitted, approve it subject to NRC-suggested revisions, or disapprove it. In any event, the NRC COR may disapprove or delay presentation or publication of papers on information that is subject to Commission approval that has not been ruled upon or which has been disapproved. Additional information regarding the publication of NRC-sponsored research appears in NRC MD 3.7, "NUREG Series Publications", and 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects."

If the presentation or paper is in addition to the required technical reports and the NRC COR determines that it will benefit the NRC project, the NRC COR may authorize payment of travel and publishing costs, if any, from the project funds. If the NRC COR determines that the article or presentation would not benefit the NRC project, the contractor shall endure the costs associated with the preparation, presentation, or publication of the results. For any publication or presentation falling into this category, the NRC reserves the right to require that such presentation or publication shall not identify the NRC's sponsorship of the work.

### 5.2 STANDARDS FOR PREPARING NUREG-SERIES MANUSCRIPTS

The NRC began to capture most of its official records electronically on January 1, 2000. The NRC shall capture each final NUREG-series publication in its native application. Therefore, contractors shall submit their final manuscripts that have been approved by their NRC COR in both electronic and camera-ready copy.

All format guidance, as specified in NUREG-0650, "Preparing NUREG-Series Publications," Revision 2, issued January 1999, shall remain the same with one exception: contractors shall no longer be required to include the NUREG-series designator on the bottom of each page of the manuscript. The NRC shall assign this designator when it sends the camera-ready copy to the printer and shall place the designator on the cover, title page, and spine. The designator for each report shall no longer be assigned when the decision to prepare a publication is made. The NRC's Publishing Services Branch shall inform the NRC COR for the publication of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, the contractor shall prepare the text in Microsoft Word and use any of the following file types for charts, spreadsheets, and the like:

File Types To Be Used for NUREG-Series Publications	
File Type	File Extension
Microsoft Word	.doc
Microsoft PowerPoint	.ppt
Microsoft Excel	.xls
Microsoft Access	.mdb
Portable Document Format	.pdf

This list is subject to change if new software packages come into common use at the NRC or by its licensees or other stakeholders that participate in the electronic submission process. If a portion of the manuscript is from another source and the contractor cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an

old publication), the NRC can, if necessary, create a tagged image file format (file extension .tif) for that portion of the report.

Note that the contractor shall continue to submit original photographs, which will be scanned, since digitized photographs do not print well.

## **6.0 NRC FURNISHED ITEMS**

Various NRC NUREG/CR documents will be provided at the time of the kick-off meeting or upon request.

## **7.0 MEETINGS/TRAVEL**

As needed, participate in meetings with NRC HQ, FEMA HQ and regional personnel to discuss the project. The initial kick-off meeting shall be held at NRC; The contractor may have a qualified team that resides in multiple locations. It is expected that those members will confer to the extent possible using means that will result in a minimization of cost to the Government. Such means may include use of video teleconferencing or other means that will minimize project travel costs. The contractor shall host the PM for meetings when it is cost effective for him to travel rather than multiple contractor staff members. To the extent practical meetings will use means that will result in a minimization of cost to the Government. Such means may include use of video teleconferencing or other means that will minimize project travel costs.

Six meetings requiring travel to potentially include: one meeting at NRC HQ/FEMA HQ, 2 regional meetings (probably to include FEMA Region V), 2 meetings with nearby OROs, and one professional meeting (e.g., National Radiological Emergency Preparedness Conference). This mix of meetings may change with the project needs. Assume hosting of NRC COR at contractor offices for project meetings with no travel cost to contractor.

The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. All travel must be approved in advance by the NRC Contracting Officer Representative.

Hotel reservations, estimated cost for travel, rental car and, any other expenses that may be incurred in connection with the tasks shall be made by the contractor and will be reimbursed for actual plus allowable negotiated General and Administration, with back up documentation/receipts attached to the invoice. Actual expenses will be reimbursed up to the established NTE ceiling for travel that is set forth in section B.1 Price / Cost Schedule above.

**SECTION D - PACKAGING AND MARKING****D.1 PACKAGING AND MARKING (AUG 2011)**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

**D.2 BRANDING (AUG 2012)**

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Security and Incident Response, under Contract/order number NRC-HQ-13-C-07-0024.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996



**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

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

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.7, "NUREG Series Publications." Available at : <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-3.html> Management Directive 3.7 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract.

**F.3 MONTHLY LETTER STATUS REPORT**

The contractor shall submit monthly letter status reports (MLSRs). The contractor shall issue each MLSR no later than the 20<sup>th</sup> of each month. A copy of the MLSR shall be provided to the NRC COR and to [NSIR-MLSR@nrc.gov](mailto:NSIR-MLSR@nrc.gov).

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

The MLSR will identify the title of the project, the job code, the principal investigator, the period of performance, and the reporting period; summarize each month's technical progress; list monthly spending, total spending to date, and the remaining funds; and contain information as directed in NRC Management Directive (MD) 11.7, Exhibit 7 (dated March 2, 2007). The contractor shall immediately bring any administrative or technical difficulties that may affect the schedule or costs of the project to the attention of the NRC COR.

**F.4 DELIVERY SCHEDULE**

The schedule of deliverables and milestones for the overall contract shall consist of letter reports, as noted in Tasks 4.3, 4.6, 4.7 and the final document, addressing all tasks and providing the conclusions of the study. The final document shall be suitable for publication as a NUREG/CR in accordance with NUREG-0650, Revision 2 "Preparing NUREG-Series Publications."

Task	Due Date
<b>4.1 Task 1 - <u>POST AWARD MEETING</u></b>	Within 10 days after contract award
<b>4.2 TASK 2 - DEVELOP RISK INFORMED AND PERFORMANCE-BASED OVERSIGHT SYSTEM</b>	
a) Submit letter report containing the results of subtasks 1 through 4	a) 45 days after contract award.
b) Letter report reviewed, by NRC COR and comments provided	b) 7 days after receipt of letter report
c) Contractor submits revised report based on comments	c) 7 days after receiving comments
d) NRC COR approved revised report before continuing	d) 7 days after the receipt of revised report
e) Contractor submit second report The contractor shall provide a detailed written assessment of elements of RERP	e) 100 days after the comments on the first letter report have been transmitted by NRC (see SOW paragraph 4.2 TASK 2)
f) The letter report may be reviewed and commented upon by NRC and FEMA	f) within 30 days of receipt and a revised report submitted (see SOW paragraph 4.2 TASK 2)
g) Contractor will address comments from NRC and FEMA	g) within 30 days of receipt of NRC and FEMA comments on revised report submitted
<b>4.3 TASK - 3 INTEGRATE DHS/FEMA INITIATIVES WITH RERP and NPP EP</b>	Within 180 day after contract award
Submit letter report. The contractor shall document the task in a letter report. The letter report will propose overarching objectives expand upon those provided in this scope of work document. The contractor shall explain and provide supporting documentation where such documents are available in support of any proposed objectives and assessments. The letter report will address all the Task 3 subtasks	
<b>4.4 TASK – DOCUMENT THE STUDY OF RISK INFORMED AND PERFORMANCE BASED OVERSIGHT OF RADIOLOGICAL EMERGENCY RESPONSE PROGRAMS</b>	
a)The contractor shall submit a written draft NUREG/CR	Within 250 days after contract award.
b)The contractor shall submit a written final draft NUREG/CR	Within 15 days after receipt of NRC COR

	written comments.
c)The contractor shall submit a final NUREG/CR.	Within 15 days after receipt of NRC COR comments
d)Assess Feasibility, Impact on Resources and Regulatory Changes	within about 350 days of contract award.
e)Document Effort	within about 350 days of contract award.
<b>MONTHLY LETTER STATUS REPORT</b>	no later than the 20 <sup>th</sup> of each month

**F.5 PLACE OF DELIVERY--REPORTS (AUG 2011)**

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

One electronic copy to the contracting officer's authorized representative (See section G.1 of this contract).

One (1) Electronic copy to the Contracting Officer at: [Adelis.Rodriguez@nrc.gov](mailto:Adelis.Rodriguez@nrc.gov)

**F.6 PERIOD OF PERFORMANCE (AUG 2011)**

This contract shall commence on award date and will expire 20 months after.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Name: Randy Sullivan

Address: Mail Stop: TWFN/ 3 B46M  
Washington, DC 20555

Email: [Randy.sullivan@nrc.gov](mailto:Randy.sullivan@nrc.gov)

Telephone Number: 301-415-1123

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) 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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) 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 before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and 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 Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated travel costs specified in the Price Schedule (CLIN 006).

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

Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

**G.3 ELECTRONIC PAYMENT (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, 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." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sean McLaughlin - Project Manager and Sr. Consultant  
Doug Hoell - Sr. Consultant

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.



**H.3 2052.235-70 PUBLICATION OF RESEARCH RESULTS (OCT 1999)**

(a) The principal investigator(s)/contractor shall comply with the provisions of NRC Management Directive 3.7 (Vol. 3, Part 1) and NRC Handbook 3.7 (Parts I-IV) regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.

(c) The principal investigator(s) shall coordinate all such publications with, and transmit a copy of the proposed article or paper to, the NRC Contracting Officer or Project Officer, prior to publication. The NRC agrees to review and provide comments within thirty (30) days after receipt of a proposed publication. However, in those cases where the information to be published is (1) subject to Commission approval, (2) has not been ruled upon, or (3) disapproved by the Commission, the NRC reserves the right to disapprove or delay the publication. Further, if the NRC disagrees with the proposed publication for any reason, it reserves the right to require that any publication not identify the NRC's sponsorship of the work and that any associated publication costs shall be borne by the contractor.

**H.4 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near 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 at the end of the year (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) 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 and submit comments, rebutting statements, or additional information.

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 "Source Selection Information", 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 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

**H.5 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**

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

**H.6 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)****Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

#### **H.7 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(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 entitled: "Your Rights Under the Energy Reorganization Act".

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

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

#### **H.8 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

#### **H.9 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

**H.10 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (AUG 2011)**

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010

52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.232-1	PAYMENTS	APR 1984

## **I.2 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

## **I.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**

(a) Definitions. As used in this clause-

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

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

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

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

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

(3) For long-term contracts-

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

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

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

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

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

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

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

The Contractor represents that it [X] is, [ ] is not a small business concern under NAICS Code 541620 assigned to contract number NRC-HQ-13-C-07-0024.

**I.4 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

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

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

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

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

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

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

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

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

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

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

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

(f) Subcontracts.

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



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

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

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

**I.5 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS  
(DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far>

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

**SECTION J - LIST OF ATTACHMENTS**

<b>ATTACHMENT NO.</b>	<b>TITLE</b>
Attachment No. 1	Subpart 2009.5 Organizational Conflicts of Interest
Attachment No. 2	Billing Instructions for Fixed Price Type Contracts

**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.

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?

(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.

(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 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.

(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.

#### **§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.

**§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.

**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 vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

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

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

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

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

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

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

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor'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 contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. 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).
6. A description of articles or services, quantity, unit price, and total amount.
7. 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.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.