

AWARD/CONTRACT

THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

1 29 MAT

2. CONTRACT (Proc. Inst. Ident.) NO

NRC-HQ-25-14-E-0001

3. EFFECTIVE DATE

See Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

NRO-14-0190

5. ISSUED BY

CODE

NRCHQ

6. ADMINISTERED BY (If other than Item 5)

CODE

US NRC - HQ

ACQUISITION MANAGEMENT DIVISION

MAIL STOP 3WFN-05-C64MP

WASHINGTON DC 20555-0001

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

NUMARK ASSOCIATES INC

1220 19TH ST NW STE 500

WASHINGTON DC 200362444

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless otherwise specified)
TO THE ADDRESS SHOWN IN

ITEM

CODE 788247377

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

NRCPAYMENTS

US NUCLEAR REGULATORY COMMISSION
ONE WHITE FLINT NORTH
11555 ROCKVILLE PIKE
MAILSTOP O3-E17A
ROCKVILLE MD 20852-2738

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304 (c) ()☐ 41 U.S.C. 253 (c) ()

14. ACCOUNTING AND APPROPRIATION DATA

See Schedule

15A. ITEM NO

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

Continued

15G. TOTAL AMOUNT OF CONTRACT

\$50,000,000.00

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(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ 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.)

19A. NAME AND TITLE OF SIGNER (Type or print)

18. ☐ 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 items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

20A. NAME OF CONTRACTING OFFICER

MONIQUE B. WILLIAMS

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY

(Signature of person authorized to sign)

BY Monique B Williams

(Signature of the Contracting Officer)

08/05/2014

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SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

SEP 04 2014

ADM002

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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.)

19A. NAME AND TITLE OF SIGNER (Type or Print)

Neil J. Numark, President

19B. NAME OF CONTRACTOR

BY

(Signature of person authorized to sign)

19C. DATE SIGNED

8/4/14

18. ☐ 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 items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

20A. NAME OF CONTRACTING OFFICER

MONIQUE B. WILLIAMS

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY

(Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
NRC-HQ-25-14-E-0001

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR

NUMARK ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Enterprise Wide IDIQ Contract for Technical Assistance in Support of NRC Environmental and Reactor Programs</p> <p>Contracting Officer's Representative: Dayna Dority, email: Dayna.dority@nrc.gov, phone: 301-415-7810</p> <p>Contractor POCs: Business: Martin Bowling, email: mbowling@numarkassoc.com, phone: 202-466-2700. Technical: Paul Edelstein, email: pedelstein@numarkassoc.com, phone: 202-466-2700. Period of Performance: 08/05/2014 to 08/04/2019</p>				
00001	<p>Base Period of Performance for the Enterprise Wide Technical Assistance IDIQ</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 15G.</p>				

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SECTION A - Solicitation/Contract Form

SECTION B - Supplies or Services/Prices

PERIOD OF PERFORMANCE: Date of award through five (5) years.

Base Period of Performance – Years One (1) through five (5)

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTATAL COST PLUS FIXED FEE
0001	Contractor to provide Technical Assistance in accordance with Section C: DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK	\$	\$	\$
	Total: \$50,000,000.00 Shared IDIQ Ceiling. At the Task Order level, Section B will show cost and fee ceilings.			\$

NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

- (a) The estimated total quantity of this multiple-holder Indefinite Delivery Indefinite Quantity contract for the products/services under this contract is a shared ceiling of \$50,000,000.00.
- (b) The Contracting Officer will obligate funds on each task order issued.
- (c) The minimum guarantee under this contract is \$35,000.00.
- (d) The obligated amount for this contract is \$0.00. All funding obligations will be made at the Task Order level.
- (e) A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

NRCB010A BRIEF DESCRIPTION OF WORK ALTERNATE I

- (a) The title of this project is: Technical Assistance in Support of Agency Environmental and Reactor Programs

(b) Summary work description: The Contractors under this multiple-holder Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract, also referred to as "IDIQ holders," shall provide support in a wide range of technical and scientific disciplines, in accomplishing work related activities aimed at ensuring the overall safety, security and adequacy of nuclear power plant design, construction, operations and environmental protection.

(c) This requirement has two parts. The first part is an unrestricted requirement, and the second part is a Small Business set-aside. These two sections are differentiated from each other as indicated in the Section C Statement of Work (SOW), as well as in the Level of Effort (LOE) tables set forth in Section L.9 2052.216-70 LEVEL OF EFFORT (JAN 1993). The LOE table in Section L.9(a) applies to the Unrestricted part of the RFP, and the LOE table in Section L.9(b) applies to the Small Business set-aside.

(d) For both the unrestricted as well as the Small Business set-aside part of this requirement, Task Orders will be issued for work in accordance with the following provisions: 2052.216-72 -Task Order Procedures; 2052.216-73 Accelerated Task Order Procedures; Ordering Procedures for Multiple-Award Indefinite-Delivery/Indefinite-Quantity Contracts; Task Order Placement Procedures; 52.216-18 - ORDERING. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

(e) Orders will be issued for work in accordance with FAR 52.216-18 – Ordering.

TYPE OF CONTRACT

This contract is a multiple-holder Indefinite Delivery, Indefinite Quantity (IDIQ) Task Ordering type contract. The Agency anticipates that most task orders issued on this IDIQ will be Cost Plus Fixed Fee-type orders, however the Agency reserves the right to issue other types of task order types off of this IDIQ.

(End of Clause)

SECTION C - Description/Specifications

(See Attachment Named "IDIQ Sections C and J")

SECTION D - Packaging and Marking

NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, 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), under Contract/order number NRC-HQ-25-14-E-0001.

(End of Clause)

NRCD010 PACKAGING AND MARKING

(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.

(c) Additional packaging and/or marking requirements are as follows: N/A

(End of Clause)

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" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

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" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.247-34 F.O.B. DESTINATION. (NOV 1991)

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT. (FEB 1999)

NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

The ordering period for this contract shall commence on the effective date and will expire in five years after effective date of award. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See FAR 52.216-18 - Ordering).

(End of Clause)

NRCF010 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to the Contracting Officer's Representative (COR) or Project Officer, as designated in 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999).

(End of Clause)

F.3 PREPARATION OF TECHNICAL AND FINANCIAL REPORTS

1) Monthly Letter Status Report (MLSR)

- a. The Contractor shall provide a Monthly Letter Status Report (MLSR) by the 20th of each month (See Section J, Attachment 5). The report shall provide the technical and financial status of the effort. The Contractor shall transmit the report electronically (by e mail) to the CO and COR and for each task order. See Section J, Attachment 5 for format and content of the MLSR.
- b. The technical status section of the report shall contain a summary of the work performed under each task order during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

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

TASK ORDER REPORTING REQUIREMENTS:

(These reports listed below shall be provided with each task order)

In all correspondence, include identifying information:

Contract No.: ____;
JCN No.: ____;
Task Order No.: ____;
Licensee: ____ N/A ____; and,
Site: ____ N/A ____.

2) Task Order Progress Report

The Technical status section of the attached MLSR format shall incorporate the following:

Section A: Task Order Identification and Financial Summary Information

Section B: EPM Schedule Milestone Information

Section C: Summary of work performed during the reporting period

Section D: Explanation of missed milestone(s), problem(s), or delay(s) and recommendations

for resolution

Section E: Information on travel during the reporting period

Section F: Plans for next reporting period

Section G: The amount of hours each staff charged for this reporting period

3) Electronic Spending Plan

The contractor shall submit the Electronic Spending Plan on a monthly basis as specified in the Instruction & Logistics sheet of the Excel file (See Section J, Attachment 6). This file shall remain in electronic form and shall be sent as a separate file in an e-mail to the CO and COR.

4) E-mail progress report

If required under an individual task order, an e-mail shall be provided to the CO and COR which gives the task order title, task (or subtask) percent complete for each task order, and the corresponding funding percent depleted for each task order and the contract on a once per two week basis.

5) Technical Reporting Requirements

- a. Unless otherwise specified in a task order, the Contractor shall provide all deliverables as draft products. The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The Contractor shall revise the draft deliverable based on the comments provided by the COR, and then deliver the final version of the deliverable. When mutually agreed upon between the contractor and the COR, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement.
- b. The contractor shall provide deliverables in hard copy and electronic formats. The electronic format shall be provided in MS Word or other word processing software approved by the COR. For each deliverable, the contractor shall provide one hard copy to the COR and an electronic copy to the COR and CO, unless specified otherwise in the task order. The schedule for deliverables shall be contained in the approved project plan for the task order effort.
- c. The types, quantities, and distribution of the reports will be specified in each task order and shall be submitted by the contractor. Typically, the reports will involve:
- d. Technical Evaluation Report (TER): Requests for this type of report are made when a formal report is required but the distribution is limited. As appropriate, the draft and final TERs will summarize the work performed, results attained, findings, conclusions and recommendations.
- e. NUREG/CR Report: This is the most formal Contractor report and is requested when there is significant and important compilation of information and wide distribution of the report as a stand-alone document is required and when the staff believes the document will be referenced frequently. NUREG/CR reports require the completion/execution of an NRC form 426A, to be completed by the Contractor and sent to the Technical Monitor for processing. For further information refer to Management Directive 3.7, NUREG-Series Publications.

6) Trip Report:

In general, every trip for which results are not directly incorporated into either of the above types of reports should be documented in a short, concise trip report. Trips that are used as an input to an inspection report need not have a trip report (see the paragraph below).

7) Technical Letter Reports:

All other reports and documents and other information (e.g., RAI, computer software, inspection report inputs) due to be delivered by the Contractor under the contract that do not fall under the other types of reports listed above are transmitted under the cover of a Technical Letter Report.

8) The Contractor Spending Plan (CSP)

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

9) Additional Guidance and/or References:

The transmittal letter and cover page of each report or deliverable should reference the contract number, the job control number (JCN), task order number and title, NRC technical assignment control (TAC) number or inspection report number, and the facility name and docket number, as appropriate. Certain deliverables may need to be prepared in NUREG or NUREG/CR format. If draft reports are required, the number of drafts expected will be stated in each task order. If proprietary or other sensitive information will be included in the report, the report will identify the proprietary or other sensitive information and specify the means of handling this information.

(End of Clause)

SECTION G - Contract Administration Data

NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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: NRCPayments@nrc.gov.

(End of Clause)

NRCG010 ORDERING PROCEDURES

(a) The CO is the only individual who can legally obligate funds and commit the NRC.

(b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.

(c) In accordance with FAR 16.506(b), the following ordering limitations apply:

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$8,000,000.00;
- (2) Any order for a combination of items in excess of \$50,000,000.00 for the unrestricted IDIQ holders or \$16,000,000.00 for the Small Business Set-Aside IDIQ holders; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

The Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

(End of Clause)

SECTION H - Special Contract Requirements

2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC

Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

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 209.570-2, 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 209.570-9.

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

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

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

(End of Clause)

2052.215-70 KEY PERSONNEL. (JAN 1993)

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

(To be specified in each respective task order issued under this IDIQ contract.)

*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.

(End of Clause)

* To be incorporated into any resultant contract

2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)

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

Name: Dayna Dority
Address: US NRC
Office of New Reactors
MS T-6D02
Washington DC 20555
Telephone Number: 301-415-7810

Email: Dayna.Dority@nrc.gov

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

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

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

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

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

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

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

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

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

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

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

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

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

the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

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

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

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

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

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

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

(End of Clause)

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 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 costs specified in the Schedule.

(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, must 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.

(End of Clause)

2052.216-71 INDIRECT COST RATES. (JAN 1993)

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

INDIRECT COST POOL	RATE	BASE	PERIOD
Overhead		Direct Labor	Award - Until revised by NRC CO
G&A (includes Subcontractor)		Total Cost Input	Award - Until revised by NRC CO
Fringe Benefits		Direct Labor	Award - Until revised by NRC CO
Subcontractor Admin Fee		Subcontractor Labor	Award - Until revised by NRC CO

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

*To be incorporated into any resultant contract.

(End of Clause)

2052.216-72 TASK ORDER PROCEDURES. (OCT 1999)

(a) Task order request for proposal. This clause operates in combination with clauses ORDERING PROCEDURES FOR MULTIPLE-AWARD INDEFINITE-DELIVERY/ INDEFINITE-QUANTITY CONTRACTS, and TASK ORDER PLACEMENT PROCEDURES, which set out the rules by which the task order requirements will be competed and/or awarded among the holders of this IDIQ, both non-small-businesses, as well as Small Business entities. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;

(3) Period of performance - place of performance;

(4) Applicable special provisions;

(5) Technical skills required; and

(6) Estimated level of effort.

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

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

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

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

(2) Reporting requirements;

(3) Period of performance;

(4) Key personnel;

(5) Applicable special provisions; and

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

(End of Clause)

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

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

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a

reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

(End of Clause)

G.6 ORDERING PROCEDURES FOR MULTIPLE-AWARD INDEFINITE-DELIVERY/INDEFINITE-QUANTITY CONTRACTS (FEB 2013)

General.

This clause applies to solicitations and contracts for multiple-award Indefinite-Delivery contracts. For the work specified in the SOW, the CO may issue an order to one of the IDIQ contractors. The contractor agrees that issuance of an order in accordance with any of the procedures described below is deemed to have provided the contractor a "fair opportunity to be considered" as that phrase is used at FAR 16.505(b)(1).

Ordering Process.

Under this TORFP this agency will follow the procedures set forth in FAR 16.505.

To the extent that the TORFP requirements or aspects of the proposal that deviate from the government's requirements and are not within established scope or pricing of the IDIQ the contractor shall immediately contact the CO for appropriate guidance.

Task/Delivery Order Ombudsman.

To further ensure that all contractors are afforded a fair opportunity to be considered to task or delivery orders pursuant to FAR 16.505, the NRC has an Ombudsman. The purpose of the Ombudsman is not to diminish the authority of the CO, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific order and to work to resolve the matter. When requested, the Ombudsman will maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under the applicable IDC contract. He/She does not act in the capacity of a CO and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded pursuant to FAR Subpart 16.5. Interested parties may contact the Ombudsman with concerns or disagreements. Issues or concerns to the NRC task/delivery order Ombudsman may be forwarded to:

U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: Ombudsman
Washington, DC 20555

G.7 TASK ORDER PLACEMENT PROCEDURES

Each task order under this IDIQ contract will be awarded on a competitive basis with the other awardees of this enterprise-wide IDIQ. Exceptions to this process are delineated in the Small Business Set-Aside and Sole Source clarifications below.

The Agency reserves the right to issue identical task orders to more than one IDIQ contractors if it best serves the Agency's needs. For those tasks issued to more than one IDIQ contractors, the Agency will establish the ability to select the most qualified contractor on a case-by-case basis. Specific qualifications will be sought on an as-required basis and following an internal evaluation the most qualified contractor will be selected for award.

The Agency reserves the right to preserve continuity of performance on subsequent work that is same or similar (e.g. specialized skill sets or expertise, specific design or site, generic requirements etc.) see FAR 16.505(b)(2)(i)(C). However, in situations where: (1) a particular task order is not the same or similar work; and/or (2) a contractor selected for a particular task cannot perform work on a particular task order due to workload/performance issues, the Government will place such task orders in accordance with Federal Acquisition Regulation (FAR) 16.505, and the following fair opportunity procedures will be used:

FAIR OPPORTUNITY:

(a) Notwithstanding SOW paragraphs 3.6, 3.7, and 3.8 which are set-aside for Small Business awardees only, the contracting officer will provide each IDIQ awardee a fair opportunity to be considered for each order exceeding \$3,000.00 issued under this IDIQ contract, except as provided for in the section entitled "Sole Source" below. In respect to those parts of the SOW which are set aside for Small Business participation, the contracting officer will provide each SB IDIQ awardee a fair opportunity to be considered for each order exceeding \$3,000.00 issued under this IDIQ contract, except as provided for in the section entitled "Sole Source" below.

(b) With respect to both unrestricted IDIQ holders and Small Business IDIQ holders, the contracting officer will use streamlined procedures, including oral presentations on occasion. In addition, the contracting officer may not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process.

(c) The evaluation criteria will be identified and clearly explained in the request for task order proposal (TORFP).

(d) The contracting officer will consider the following before task order award:

- (1) Past performance on earlier orders under the IDIQ contract, including quality, timeliness, and cost control.
- (2) Potential impact on other orders placed with the contractor;
- (3) Minimum order requirements;

(4) The amount of time contractors need to make informed business decisions on whether to respond to potential orders;

(5) Contractors' proposed use of Small Business subcontractors to support the Small Business goals set out in the contractors' respective Small Business Subcontracting Plans. This criteria will not apply to small business IDIQ holders.

(6) Whether contractors could be encouraged to respond to potential orders by outreach efforts to promote exchanges of information, such as—

(i) Seeking comments from two or more contractors on draft statements of work;

(ii) Using a multi-phased approach when effort required to respond to a potential order may be resource-intensive (e.g., requirements are complex or need continued development), where all contractors are initially considered on price considerations (e.g., rough estimates), and other considerations as appropriate (e.g., proposed conceptual approach, past performance). The contractors most likely to submit the highest value solutions are then selected for one-on-one sessions with the Government to increase their understanding of the requirements, provide suggestions for refining requirements, and discuss risk reduction measures.

(e) Formal evaluation plans or scoring of offers are not required. When one of the exceptions to the fair opportunity process, as stated in FAR 16.505(b)(2) applies, the Government will award task orders in accordance with the following procedures:

SMALL BUSINESS SET-ASIDE:

The Agency has determined that certain portions of the SOW will be designated as a Small Business Set-Aside under FAR 19.502-3. As such, in regard to task orders that stem from the portions of the SOW which have been designated as Small Business set-asides, unrestricted IDIQ holders are ineligible to compete for or receive task orders as prime contractors. There is no restriction against Small Business IDIQ holders teaming with a large business, as long as the Small Business prime adheres to the relevant policy set out in FAR 19.5., and the rules set out in FAR 2.219-14 - Limitations on Subcontracting (NOV 2011).

SOLE SOURCE:

Generally as explained in the previous paragraphs the agency intends to provide each awardee of this IDIQ contract a fair opportunity to be considered for each task order, consistent with FAR 16.505, unless the task order falls below the micro-purchase threshold of \$3,000.00 or an exception applies under FAR 16.505(b)(2). However, there may be situations where obtaining services on a sole source basis is appropriate. Examples may include the following.

(1) Unique technical disciplines or combinations of disciplines may call for placement of work when there is a reasonable basis to conclude the agency's minimum needs can only be satisfied by a contractor possessing the unique technical capabilities or a unique

combination of technical skills and highly specialized experience necessary to undertake and successfully complete the project.

(2) Accrued knowledge may necessitate timely placement of work when another source cannot realistically perform the necessary work without expending significant time and effort to understand previous project work and achieve results that are essential to the successful completion of the current project phase.

Per FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$3,000 under multiple delivery order contracts or multiple Task Order contracts if the Contracting Officer determines that –

(i) the agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays. In this event orders will be rotated among the contractors.

(ii) only one such contractor is capable of providing such supplies or services at the level of quality required because the services to be ordered are unique or highly specialized; or

(iii) the Order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original Order, or

(iv) it is necessary to place an Order to satisfy a minimum guarantee.

(v) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

(End of Clause)

2052.242-70 RESOLVING DIFFERING PROFESSIONAL VIEWS. (OCT 1999)

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

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor

personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(End of Clause)

**2052.242-71 PROCEDURES FOR RESOLVING DIFFERING PROFESSIONAL VIEWS.
(OCT 1999)**

(a) The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPVs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(b) The NRC may authorize up to eight reimbursable hours for the contractor to document, in writing, a DPV by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPV which exceeds the specified eight hour limit.

(c) Before incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. If there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.

(d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV process is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. This procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its own merits.

(f) The DPV, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

- (2) A description of the submitter's views and how they differ from any of the above items.
- (3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.
- (g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.
- (h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.
- (i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.
- (j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

(End of Clause)

NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

- (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.

(End of Clause)

NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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.

(End of Clause)

NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired 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, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

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

(End of Clause)

NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5)

individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at:
<http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

(End of Clause)

NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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.

(End of Clause)

NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

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.

(End of Clause)

NRCH390 NRC INFORMATION TECHNOLOGY SECURITY

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

(End of Clause)

NRCH380 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (SEP 2013)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and

Restricted Data) or an "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The Contractor must identify all individuals to work under this contract. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each of its employees, subcontractor employees and consultants, and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven (7) years; (c) record of any military courts-martial charges and proceedings in the last seven (7) years and courts-martial convictions in the last ten (10) years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven (7) years; (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven (7) years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven (7) years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two (2) copies of the signed interview record or review will be supplied to DFS/PSB with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Access National Agency Check and Inquiries (ANACI), or higher level investigation depending on the position the individual will occupy, for "L" clearances.

A Contractor employee shall not have access to classified information until he/ she is granted a security clearance by DFS/PSB, based on a favorably adjudicated

investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim access approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five (5) years for "Q" clearances and every ten (10) years for "L" clearances.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to submission to the Office of Personnel Management for investigation. The individual may start working under this contract before a final clearance is granted if a temporary access determination can be made by DFS/PSB after the review of the security package. If the individual is granted a temporary access authorization, the individual may not have access to classified information under this contract until DFS/PSB has granted them the appropriate security clearance, and the Contractor has read, understood, and signed the SF 312, "Classified Information Nondisclosure Agreement." The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on DFS/PSB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E.O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the COR by telephone so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the COR who will forward the confirmation via email to DFS/PSB. Additionally, DFS/PSB must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

(End of Clause)

NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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.

(End of Clause)

NRCH320 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

(End of Clause)

NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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 task order level, one year from effective date of each task order. 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.

(End of Clause)

NRCH260 LICENSE FEE RECOVERY COSTS

Included as an attachment are Billing Instructions for license fee recovery costs. A fee recovery report must be submitted by the contractor in conjunction with its monthly invoice.

(End of Clause)

NRCH130 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690), codified at 21 U.S.C. 862, authorizes denial of Federal

benefits such as grants, contracts, purchase orders, financial aid, and business and professional licenses to individuals convicted of drug trafficking or possession.

(End of Clause)

NRCN03 SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS (SEP 2013)

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Individual contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

A. Interim Approval

(a) The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) FD 258 fingerprint charts, copies of the contractor's five-year employment and education history checks, including verification of the highest degree obtained, a reference from at least one additional person not provided by the individual, results of a psychological evaluation, and a certification that the contractor has found all checks acceptable, through the Project Officer to PSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. Interim access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of PSB/DFS. A signed NRC form 570, "Access Authorization Acknowledgment," from the individual that he or she understands his or her responsibility to report to the NRC, PSB/DFS, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria" must also be included. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, will be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF 86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope. Failure of the contractor to comply with this clause may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

Or,

(b) The individual will arrange to be fingerprinted by the subject utility, and the contractor will submit to the utility's access authorization program.

In Section A above, PSB/DFS will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, PSB/DFS will determine the individual's eligibility for interim access and provide an objection or no objection to the sponsoring Office

pending completion of the required background investigation by OPM. Interim access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of PSB/DFS.

B. Final Approval

(a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities.

Or,

(b) The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program,

Or,

(c) The individual possesses a valid government issued clearance as verified by PSB/DFS. A valid government issued clearance is defined as a U.S. Government issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, PSB/DFS will attempt to obtain security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, PSB/DFS will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in Section B above may involve Access National Agency Check with Inquiries (ANACI) or other investigation as deemed necessary by PSB/DFS in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Management Directive 12.3. Based on the review of the applicant's security forms by PSB/DFS and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by PSB/DFS of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements

of the licensee's Fitness for Duty program.

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one time basis, upon issuance of the applicable task order(s), for those individual(s) for whom the contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still be required during the performance of individual task orders in addition to the basic training.@

(End of Clause)

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" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

52.202-1 DEFINITIONS. (NOV 2013)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.204-2 SECURITY REQUIREMENTS. (AUG 1996)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2013)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

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

52.216-8 FIXED FEE. (JUN 2011)

52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE. (JUN 2003)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2014)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JUL 2013)

52.219-14 LIMITATIONS ON SUBCONTRACTING. (NOV 2011)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

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)

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

52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT. (MAY 2014)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (AUG 2013)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

52.225-3 BUY AMERICAN - FREE TRADE AGREEMENTS - ISRAELI TRADE ACT. (MAY 2014) - ALTERNATE II (MAY 2014)

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. (MAY 2014)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

52.232-1 PAYMENTS. (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

52.232-11 EXTRAS. (APR 1984)

52.232-17 INTEREST. (MAY 2014)

52.232-20 LIMITATION OF COST. (APR 1984)

52.232-22 LIMITATION OF FUNDS. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

52.232-25 PROMPT PAYMENT. (JUL 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

52.233-1 DISPUTES. (MAY 2014)

52.233-3 PROTEST AFTER AWARD. (AUG 1996)

52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

52.236-13 ACCIDENT PREVENTION. (NOV 1991)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN. (SEP 2008)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987)

52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAY 2014)

52.245-1 GOVERNMENT PROPERTY. (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

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

52.248-1 VALUE ENGINEERING. (OCT 2010)

52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

52.249-14 EXCUSABLE DELAYS. (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

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

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

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JUN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☒ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (JUN 2003) of 52.219-23.

☐ (22) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (23) 52.219-26, Small Disadvantaged Business Participation

Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

☒ (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☐ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☒ (31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[X] (38)(i) 52.223-13, Acquisition of EPEAT(R)-Registered Imaging Equipment (JUN 2014)+(E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-13.

[X] (39)(i) 52.223-14, Acquisition of EPEAT(R)-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[X] (41)(i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

[]((ii) Alternate I (JUN 2014) of 52.223-16.

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[X] (43) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[X] (44)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

- ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (51) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (52) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ☐ (53) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (55) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- ☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract

Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☒ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further

subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag

Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JUN 2014) - ALTERNATE I (FEB 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG, 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☒ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C.

644(r)).

[X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[X] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (JUN 2003) of 52.219-23.

[] (22) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (23) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[] (25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[] (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

[] (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

[X] (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[X] (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (33) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

[X] (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (38)(i) 52.223-13, Acquisition of EPEAT(R)-Registered Imaging Equipment (JUN 2014)+(E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-13.

[X] (39)(i) 52.223-14, Acquisition of EPEAT(R)-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[X] (41)(i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (43) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[X] (44)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (51) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (52) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (53) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (55) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[X] (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[X] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[X] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xii) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

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

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

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

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

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of

its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

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

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime

or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

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

provided for in this contract. The understanding is incorporated into this contract upon execution.

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

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

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

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

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

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

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

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

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered

by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Such orders may be issued for five years from effective date of award of this IDIQ contract.

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

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$8,000,000.00;

(2) Any order for a combination of items in excess of \$50,000,000.00 for the unrestricted IDIQ holders or \$16,000,000.00 for the Small Business Set-Aside holders; or

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

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

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

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the expiration date of the IDIQ contract.

52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor 60 days before the contract expires.

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

(End of Clause)

52.219-13 NOTICE OF SET-ASIDE OF ORDERS. (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business

program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION.
(JUL 2013)**

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

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

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

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

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

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

(3) For long-term contracts-

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

(ii) Within 60 to 120 days prior to the date specified in the contract

for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, 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 SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ____ is, ____ is not a small business concern under NAICS Code [insert NAICS Code] assigned to contract number [insert contract number]. (Contractor to sign and date and insert authorized signer's name and title).

52.223-13 ACQUISITION OF EPEAT(R)-REGISTERED IMAGING EQUIPMENT. (JUN 2014)

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

Imaging equipment means the following products:

(1) *Copier*-A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator*-A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method

of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)*-A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) *Mailing machine*-A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)*-A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from single-sheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer*-A commercially available imaging product that serves as a hard-copy output device and is capable of receiving information from single-user or networked computers, or other input devices (e.g., digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner*-A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT(R) bronze-registered or higher.

(c) For information about EPEAT(R), see www.epa.gov/epeat.

(End of clause)

52.223-14 ACQUISITION OF EPEAT(R)-REGISTERED TELEVISIONS. (JUN 2014)

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

Television or *TV* means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (e.g., computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT(R) bronze-registered or higher.

52.223-16 ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS. (JUN 2014)

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

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

- (1) A central processing unit (CPU) to perform operations;
- (2) User input devices such as a keyboard, mouse, digitizer, or game controller; and
- (3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or

IEEE 1394-2008(TM), Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

- (1) A system where the computer display and computer are physically combined into a single unit; or
- (2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT(R) bronze-registered or higher.

(c) For information about EPEAT(R), see www.epa.gov/epeat.

(End of clause)

52.223-16 ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS. (JUN 2014) - ALTERNATE I (JUN 2014)

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

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

- (1) A central processing unit (CPU) to perform operations;
- (2) User input devices such as a keyboard, mouse, digitizer, or game controller; and
- (3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394-2008(TM), Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

- (1) A system where the computer display and computer are physically combined into a single unit; or
- (2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other

portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT(R) silver-registered or gold-registered.

(c) For information about EPEAT(R), see www.epa.gov/epeat.

(End of clause)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT). (JUL 2014)

(a) The Contractor shall-

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in

accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

52.244-2 SUBCONTRACTS. (OCT 2010)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;
or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final

price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

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://farsite.hill.af.mil/>.

**NRCI010 NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES
(AUG 2011)**

Applicable NRCAR provisions and clauses located in 48 CFR Chapter 20 are hereby incorporated by reference into this contract/order.

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

(See Attachment Named "IDIQ Sections C and J")

IDIQ SECTIONS C AND J

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

IDIQ CONTRACT STATEMENT OF WORK

TITLE: Technical Assistance in Support of Agency Environmental and Reactor Programs

JCNs: To be assigned with each task order

B&R Numbers: To be assigned with each task order

TAC Numbers: To be assigned to each task order

Contracting Officer (CO): To be assigned

Contracting Officer Representative (COR): See Section G.1

Alternate Contracting Officer Representative (COR): See Section G.1

1.0 BACKGROUND

U. S. Nuclear Regulatory Commission (NRC) regulates the licensing, construction and operation of commercial nuclear power and non-power facilities. The Office of New Reactors (NRO) and Office of Nuclear Reactor Regulation (NRR) with support from the Office of Nuclear Security and Incident Response (NSIR) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's energy and research needs. The activities for reactors include reviews of applications for reactor design certifications (DCs), early site permits (ESP), combined license (COL) applications, environmental reviews, reactor pre-application activities, limited work authorizations (LWA), construction permits (CP), operating licenses (OL), license actions (i.e. amendments, relief requests, and exemptions), oversight, and staff infrastructure development. The Office of Federal and State Materials and Environmental Programs are responsible for fuel cycle facilities, uranium recovery facilities, independent spent fuel storage installations (ISFSI's), materials licensees, spent fuel storage casks, and decommissioning sites. These activities include preparing EISs, SEISs, EAs, and SERs; and in conducting consultation activities and environmental and safety analyses and performing NEPA reviews for other agencies

NRC anticipates the continued review of COL applications and operating and renewal reactor licensing actions over the next several years as well as a variety of applications for small modular reactors (SMRs). Due to the volume of new and advanced reactor applications as well as licensing actions for operating reactors commercial contractor resources are needed to augment staff resources. Similarly, NSIR seeks support in security including, but not limited to: physical security, cyber security, access authorization, fitness for duty, materials control and accounting security, transportation security, independent spent fuel storage installation security and support in emergency preparedness.

NUREG-0800, A Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants, exists for the guidance of staff reviewers for performing safety reviews of applications to construct or operate nuclear power plants and the review of applications to approve standard designs and sites for nuclear power plants. The principal purpose of the Standard Review Plan (SRP) is to assure the quality and uniformity of staff safety reviews. It is also the intent of the SRP to make information about regulatory matters widely available and to improve communication between the NRC, the nuclear power industry, and interested members of the public, thereby increasing understanding of the review process.

NUREG-1800, "The Standard Review Plan for Review of License Renewal Applications for Nuclear Power Plants" (SRP-LR), provides guidance to Nuclear Regulatory Commission (NRC) staff reviewers in the Office of Nuclear Reactor Regulation (NRR). These reviewers perform safety reviews of applications to renew nuclear power plant licenses in accordance with Title 10 of the Code of Federal Regulations (CFR) Part 54. Consistent with NUREG-0800 the principal purposes of the SRP-LR are to ensure the quality and uniformity of staff reviews and to present a well-defined base from which to evaluate applicant programs and activities for the period of extended operation. In addition, there are a variety of regulatory guides available to support the review process.

An Environmental Safety Review Plan (NUREG-1555), "Standard Review Plans for Environmental Reviews for Nuclear Power Plants: Environmental Standard Review Plan [ESRP]" is prepared for the guidance of staff reviewers in performing environmental reviews of applications related to nuclear power plants. The ESRPs are companions to regulatory guides that address siting and environmental issues. As with NUREG-0800 and NUREG-1800 the purpose of the ESRP is to assure the quality and uniformity of environmental reviews.

NUREG-1748, Environmental Review Guidance for Licensing Actions Associated with NMSS Programs provides general procedures for the environmental review of licensing actions.

NUREG-1910, Generic Environmental Impact Statement for In-Situ Leach Uranium Milling Facilities through the Atomic Energy Act of 1954 and the Uranium Mill Tailings Radiation Control Act of 1978 authorize the NRC to issue licenses for the possession and use of source material and byproduct material. These statutes require NRC to license facilities that meet NRC regulatory requirements that were developed to protect public health and safety from radiological hazards. In-situ leach (ISL) uranium recovery facilities must meet NRC regulatory requirements in order to obtain a source material license to operate.

NUREG-1569, Standard Review Plan for In Situ Leach Uranium Extraction License Applications provides guidance in performing safety and environmental reviews of applications to develop and operate uranium in situ leach facilities. It provides guidance for new license applications, renewals, and amendments. The principal purpose of the standard review plan is to assure the quality and uniformity of staff reviews and to present a well-defined base from which to evaluate changes in the scope and requirements of a review.

NUREG-1623, Design of Erosion Protection for Long-Term Stabilization presents a series of methods, guidelines, and procedures that are considered by the staff to be acceptable for designing erosion protection at uranium mill tailings sites in accordance with the requirements of 10 CFR Part 40, Appendix A (Title II sites) and 40 CFR Part 192 (Title I sites).. Guidance is presented for the design of soil covers,

slopes and swales; sacrificial soil outslopes; and rock riprap for slopes, channels, aprons, outlets, and stream banks. Guidance is also presented for methods to determine sediment yield and for acceptable construction specifications.

2.0 CONTRACT STRUCTURE AND OBJECTIVES

- a. **IDIQ Structure:** This contract is set up as two multiple-holder, shared-ceiling IDIQ contracts, an Unrestricted IDIQ and a Small Business Set-Aside (SBSA) IDIQ. Both IDIQs will share the same Statement of Work (SOW) below, but each paragraph of the SOW will be designated either for performance by Unrestricted IDIQ Holders, or by SBSA IDIQ Holders. Some SOW paragraphs are applicable to both Unrestricted and SBSA IDIQ Holders.
- b. **NRC Technical Offices to be Supported:** Both the Unrestricted IDIQ and the SBSA IDIQ are intended to be agency-wide contract vehicles.
- c. **Objectives:** The Contractor shall provide qualified, competent, and fully trained personnel to perform the required technical assistance and support services under this contract. The Contractor is not involved in the determination of NRC policy.

3.0 SCOPE OF WORK (BOTH UNRESTRICTED & SBSA HOLDERS)

The Contractors shall provide support in a wide range of technical and scientific disciplines, in accomplishing work related activities aimed at ensuring the overall safety, security and adequacy of nuclear power plant design, construction, operations and environmental protection.

The scope of work involves placement of task orders. Specific performance standards are delineated in Section C 6.0, Performance Standards.

3.1 PRE-APPLICATION (UNRESTRICTED IDIQ HOLDERS)

- a. **Requirements:** The Contractor shall provide technical assistance in the review of design-specific and other documentation reports, (e.g., technical reports, "white papers," preliminary system designs or features, programmatic plans) in support of DC, ESP, COL, CP, OL and environmental review activities for new and advanced reactors. These assistance requirements may include topical report review; acceptance review; COL application template development, Construction Inspection Procedure program interface and support; NUREG 0800, 10 CFR Parts 50 and/or 52 rulemaking and other rulemaking, as necessary; and interactions with stakeholders through communication plans and public meetings.
- b. **Deliverables:** The Contractor shall develop documentation to address their comments and submit written reports as required to state findings. This documentation will be provided to the Contracting Officer Representative (COR) as stated in the individual task orders.
- c. **Acceptance Criteria:** Any written comments or requests for additional information (RAIs) on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.

- d. **Additional Guidance and/or References:** The Contractor shall reference Section H, paragraph H.1, H.10, H.18 and Section C paragraph 7.0 regarding access controls for sensitive information

3.2 LICENSING SUPPORT (UNRESTRICTED IDIQ HOLDERS)

- a. **Requirements:** The Contractor shall provide technical assistance in the review of numerous interrelated licensing activities supporting operating reactors, new large light water reactors, non-power reactors and advanced reactors.

These technical assistance activities include:

Review of Design Certifications by supporting an acceptance review, a technical review, and a rulemaking to certify the design. This will require reviewing design information with Inspections, Tests, Analyses and Acceptance Criteria (ITAAC), postulated site parameters, interface requirements, resolution of severe accident issues, and testing requirements.

Review of documentation in support of Design Approval activities. Assistance includes performance of acceptance reviews, technical reviews, reviews of final design information with ITAAC, postulated site parameters, interface requirements, resolution of severe accident issues, testing requirements, as necessary, for the NRC to certify the design; and other related activities. DA submittals to be reviewed may include either a complete design or major portions of a complete design.

Review of documentation in support of Manufacturing License activities. Assistance includes performance of acceptance reviews, technical reviews, rulemaking support, review of Applicant organizational and technical qualifications, programmatic plans, reviews of preliminary and final safety analysis reports, reviews necessary to verify that manufacturing activities comply with design requirements; and other related activities.

Review of the safety and environmental portion of new reactor licensing applications. These reviews include preparation of environmental impact statements (EISs), interfacing with applicants, coordination with state and federal agencies, and supporting public meetings and site audits. Also the contractor shall support the safety and environmental portion of the mandatory hearing on new reactor licensing; site safety reviews; emergency preparedness reviews; evacuation time estimates; environmental protection reviews; environmental assessments for DCs and other new reactor rulemaking activities.

Review of the safety and environmental portion of Small Modular Reactor (SMR) licensing applications. These include reviews of applicant preliminary and final safety and environmental reports, development of safety and environmental assessments, assistance in preparation of EIS, interfacing with applicants, coordination with state and federal agencies, and supporting public meetings and site audits. Also, the contractor shall support the safety and environmental portion of the mandatory hearing on SMR licensing and other related rulemaking activities as-needed."

Review of documentation in support of Limited Work Authorization/Construction Permit activities under 10 CFR Part 50. These assistance requirements include reviews of applicant organizational, technical, and financial qualifications, construction and fuel cycle cost estimates, programmatic plans, preliminary safety analysis reports, plans for redress of activities performed under the LWA; and other related activities.

Review of documentation in support of LWA/ESP activities under 10 CFR Part 52. These assistance requirements include reviews of applicant organizational, technical, and financial qualifications, programmatic plans, preliminary safety analysis reports, site safety and security analysis reports, plans for redress of activities performed under the LWA; and other related activities.

Review of documentation in support of Operating License activities. These assistance requirements may include reviews of applicant organizational, technical, and financial qualifications, operating cost estimates, design acceptability, operational programs, site safety and security, final/updated safety analysis reports, design verification, construction permit and other related activities.

Review of COLs for new and advanced reactors. It is noted that the COL may reference an ESP, a standard DC, both, or neither. The Contractor will support the necessary reviews to resolve all safety, security and environmental issues to allow the NRC to authorize construction and conditional operation including ITAAC and license amendments. The Contractor shall also review financial qualifications, decommissioning funding assurances, need for power, capitalization, support design acceptance criteria (DAC), emergency preparedness and security requirements for the COL.

Review of the safety, security and environmental portions of operating reactors licensing, license renewal, or topical report applications. The review may consist of a portion, or the entire contents of an application. The Contractor shall support the required reviews to resolve all safety, security and/or environmental issues to allow the NRC to authorize approval of the operating reactor licensing or license renewal request. The tasks may involve: an acceptance review of the application; preparation of input for a safety evaluation, an environmental assessment, and/or an EIS, including RAIs; coordination with state and federal government agencies and Indian Tribes; support of public meetings, participation in site audits, support of ACRS presentations; and other associated tasks.

Provide technical assistance to aid development and implementation of policies, processes, and guidance documents associated with review and approval of licensing and license renewal applications, as well as pre-application activities, staff and management interactions with industry, internal reporting requirements, and interfacing with stakeholders.

- b. **Deliverables:** Detailed deliverable requirements and schedules will be provided in individual task orders. The Contractor shall submit the required documentation to the COR. Any RAI and Technical Evaluation Reports (TER) generated as a result of these reviews will be provided to the COR for processing.

- c. **Acceptance Criteria:** Written comments or reports, evaluation inputs, RAIs, or TER inputs shall be delivered in the required format and quality guidelines within the schedule established, and accepted by the COR.
- d. **Additional Guidance and/or References:** The Contractor shall comply with 10 CFR Parts 50, 51, 52, 54 in order to support the safety, security and environmental reviews. The Contractor shall comply with NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants: LWR Edition," NUREG-1437 "Generic Environmental Impact Statement for License Renewal of Nuclear Plants," NUREG-1555 "Standard Review Plans for Environmental Reviews for Nuclear Power Plants: Environmental Standard Review Plan," NUREG-1800 "Standard Review Plan for Review of License Renewal Applications for Nuclear Power Plants," NUREG-1801 "Generic Aging Lessons Learned (GALL) Report," and the following NRR Office Instructions (LIC 101 – License Amendment Review Procedures, LIC 102 – Relief Request Reviews, LIC 103 – Exemption from NRR Regulations, LIC 109 – Acceptance Review Procedures, LIC 201 – NRR Support to the Hearing Process, LIC 203 – Procedural Guidance for Preparing Environmental Assessments and Considering Environmental Issues, LIC – 600 Review of Technical Specifications Task Force Travelers and Creation of CLIP Model Applications), as necessary, to support the safety and environmental reviews. Also any applicable Design Specific Review Standards (DSRS) provided by the NRC (the DSRS will be unique for each SMR design; and performs the reference function provided by NUREG 0800 in previous safety reviews).

The Contractor shall reference Section H, paragraph H.1, H.10, H.18 and Section C paragraph 7.0 regarding access controls for sensitive information.

3.3 OVERSIGHT (UNRESTRICTED IDIQ HOLDERS)

- a. **Requirements:** The Contractor shall provide technical assistance in the review of numerous interrelated oversight activities supporting operating reactors, new large light water reactors, non-power reactors and advanced reactors during all phases of the lifecycle from construction through operation. The activities associated with oversight include: quality assurance, vendor inspections, plant inspections, assessment and enforcement, operator licensing, preoperational/start-up testing, nondestructive examination and inspections, tests, analyses and acceptance criteria (ITAAC).
- b. **Deliverables:** Detailed deliverable requirements and schedules will be provided in individual task orders. The Contractor shall submit the required documentation to the COR. Any RAI and Technical Evaluation Reports (TER) generated as a result of these reviews will be provided to the COR for processing.
- c. **Acceptance Criteria:** Written comments or reports, evaluation inputs, RAIs, or TER inputs shall be delivered in the required format and quality guidelines within the schedule established, and accepted by the COR.
- d. **Additional Guidance and/or References:** The Contractor shall utilize the appropriate Inspection Manual Chapters (IMCs) to support any inspection activities.

3.4 REGULATORY INFRASTRUCTURE (UNRESTRICTED IDIQ HOLDERS)

- a. **Requirements:** The Contractor shall provide technical assistance in developing and reviewing the required infrastructure to support the DC, COL, ESP, and operating reactor applications. This may require assisting the staff in updating office instructions, NUREG-0800, NUREG-1555, 10 CFR Part 50 and Part 52, communication plans, reviewing industry documentation, developing templates and licensing procedures, and supporting public meetings.
- b. **Deliverables:** The Contractor shall document their reviews and submit written reports as required to support their findings. This documentation will be provided to the COR as stated in the individual task orders.
- c. **Acceptance Criteria:** Any written reviews or reports on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.
- d. **Additional Guidance and/or References:** The Contractor shall reference Section H, paragraph H.1, H.10, H.18 and Section C paragraph 7.0 regarding access controls for sensitive information

3.5 LITIGATION SUPPORT (UNRESTRICTED IDIQ HOLDERS)

- a. **Requirements:** The Contractor shall provide litigation support at hearings and other similar processes. This includes, but is not limited to: providing written documentation of work performed during technical reviews; providing expert testimony and reports; reviewing and analyzing expert testimony/reports of other parties in the litigation.
- b. **Deliverables:** The Contractor shall document their reviews and submit written reports as required to support their findings, and provide expert testimony.
- c. **Acceptance Criteria:** Any written reviews or reports on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.
- d. **Additional Guidance and/or References:** The Contractor shall reference Section H, paragraph H.1, H.10, H.18 and Section C paragraph 7.0 regarding access controls for sensitive information.

3.6 TOPICAL REPORTS REVIEW (SBSA IDIQ HOLDERS)

- a. **Requirements:** Technical assistance is needed to review topical reports for use by multiple licensees. The Contractor shall review topical reports (This is a specific requirement of Section C 3.2, Licensing Support).
- b. **Deliverables:** Detailed deliverable requirements and schedules will be provided in individual task orders. The Contractor shall submit the required documentation to the COR.

- e. **Acceptance Criteria:** Any written reviews or reports on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the COR.
- c. **Additional Guidance and/or References:** This contract includes up to 20 topical report reviews. A topical report contains generic technical information about a nuclear power plant safety topic. An approved topical report improves the efficiency of the licensing process by providing the technical and regulatory bases for a nuclear power plant safety topic for subsequent licensing actions and improvements in safety.

3.7 APR-1400 DESIGN CENTER (SBSA IDIQ HOLDERS)

- a. **Requirements:** The Contractor shall provide technical assistance in the review of the APR-1400 design center in support of DC, COL and Environmental Review activities. The Contractor shall provide technical assistance in the review of the safety and environmental portion of the licensing applications. (This is a specific requirement of Sections C 3.1, 3.2, 3.3 and 3.5). All APR-1400 design center work performed under this IDIQ contract will be performed under this paragraph of the SOW (section 3.7).
- c. **Deliverables:** Detailed deliverable requirements and schedules will be provided in individual task orders. The Contractor shall submit the required documentation to the COR. Any RAI and Technical Evaluation Reports (TER) generated as a result of these reviews will be provided to the COR for processing.
- d. **Acceptance Criteria:** Written comments or reports, evaluation inputs, RAIs, or TER inputs shall be delivered in the required format and quality guidelines within the schedule established, and accepted by the COR.
- e. **Additional Guidance and/or References:** See references in Sections C 3.1, 3.2, 3.3 and 3.5.

3.8 FSME Environmental Support (SBSA IDIQ HOLDERS)

- a. Review of documentation in support of environmental and safety reviews and preparing guidance for fuel cycle facilities, uranium recovery facilities, independent spent fuel storage installations (ISFSI's), materials licensees, spent fuel storage casks, and decommissioning sites. The Contractor will support NRC staff in preparing EISs, SEISs, EAs, and SERs; and in conducting consultation activities and environmental and safety analyses and performing NEPA reviews for other agencies.
- b. Deliverables: Detailed deliverable requirements and schedules will be provided in individual task orders. The Contractor shall submit the required documentation to the COR. Any RAI and Technical Evaluation Reports (TER) generated as a result of these reviews will be provided to the COR for processing.

- c. Acceptance Criteria: Written comments or reports, evaluation inputs, RAIs, or TER inputs shall be delivered in the required format and quality guidelines within the schedule established, and accepted by the COR.
- d. Additional Guidance and/or References: The Contractor shall utilize 10 CFR Parts 51, 72 and associated applicable 10 CFR internal references as necessary, to support the environmental reviews. The Contractor shall use NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs", NUREG-1910, "Generic Environmental Impact Statement for In-Situ Leach Uranium Milling Facilities", NUREG-1569 "Standard Review Plan for In Situ Leach Uranium Extraction License Applications", and NUREG-1623 "Design of Erosion Protection for Long-Term Stabilization" and the following Regulatory Guides: Reg Guide 3.11 "Design, Construction, and Inspection of Embankment Retention Systems at Uranium Recovery Facilities", Reg Guide 3.13 "Design, Construction, and Inspection of Embankment Retention Systems at Fuel Cycle Facilities"

4.0 WORK REQUIREMENTS (BOTH UNRESTRICTED & SBSA HOLDERS)

4.1 The Contractor shall provide support in the following areas related to NRC activities:

- (a) Support revision to regulatory and guidance documents as assigned to support application reviews (e.g., NUREG-0800, 10 CFR Parts 50, 51, 52, 54, 72 and related guidance);
- (b) Support reviewing, assessing and evaluating submittals (license applications, technical reports, safety analyses, topical reports, amendments, and similar documents for new, advanced, operating, or renewal license applications) and prepare RAIs if necessary;
- (c) Prepare input to SERs by utilizing NRC provided templates and instructions;
- (d) Prepare for and travel to Headquarters, Regional offices or plant sites to participate in audits, inspections, and attend meetings at other NRC locations, with applicants, potential applicants and licensees and/or vendors;
- (e) Support conduct of reviews, assist in siting issues, and provide support for any required regulatory development; and
- (f) Support rulemaking activities.

4.2 The task orders will be placed by the Contracting Officer (CO). The Contractor shall submit a technical and cost proposal in response to the task order Request for Proposal. The Contractor shall perform each task order in accordance with the final project plan approved by the COR.

4.3 The Contractor shall follow a quality control plan which outlines the procedures and system they will use for document version control, technical input tracking, change management, and technical and editorial reviews. The Contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review and production of each deliverable. Further information regarding the staffing plan and project plan are provided in Section J, Attachments 1 and 2.

5.0 PERSONNEL QUALIFICATIONS (BOTH UNRESTRICTED & SBSA HOLDERS)

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

5.1 CONTRACTOR PROJECT MANAGER (BOTH UNRESTRICTED & SBSA HOLDERS)

The Contractor shall provide a responsible Project Manager who shall possess, at a minimum, a Bachelor's Degree in Engineering or Science and ten years of direct project management experience in professional commercial nuclear support services. The Project Manager shall have experience that is related to safety, and/or security, and/or environmental impact where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed. The Project Manager will have demonstrated capabilities to address highly complex issues. This individual shall also be considered as key personnel under the contract and serve as primary contact. As a minimum the Contractor's Project Manager shall have the following responsibilities:

- (1) oversight responsibility for all task orders placed under this contract;
- (2) oversight responsibility for the efforts and access authorization of any Contractor team that is assembled for each task order placed under any resultant contract for five years;
- (3) perform other project management duties that are necessary for the successful completion of task orders and overall contract requirements;
- (4) ensure the quality and schedule of deliverables so that all information and data are accurate and complete in accordance with the SOW for each task order; and
- (5) interface closely with the COR.

5.2 REQUIRED TECHNICAL DISCIPLINES AND SPECIALIZED TECHNICAL AREAS

(This paragraph regarding Skillsets has been deleted, as it is no longer needed after IDIQ award)

6.0 PERFORMANCE STANDARDS (BOTH UNRESTRICTED & SBSA HOLDERS)

- a. Contractor performance for each task order will be evaluated based on meeting the performance standard established for each task order and shall be documented on the performance evaluation form (Section J, Attachment 3). It should be noted that award of subsequent task orders will be based on the assigned contractors' ability to meet the schedule, milestones, and deliverable requirements of the preceding task orders.
- b. The deliverables required under this contract shall conform to the standards contained, or referenced, in the SOW for each task order. The Performance Requirements Summary (Section J, Attachment 4) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to the assigned task. Individual task orders may modify the performance requirements depending on the task order scope of work.

7.0 ADDITIONAL GUIDANCE (BOTH UNRESTRICTED & SBSA HOLDERS)

- a. Some reports containing sensitive information will require the contractor to access NRC's Safeguards Information Local Area Network and Electronic Safe (SLES). The contractor shall coordinate with the Task Order COR (TO COR) for access to SLES.
- b. For Safeguards and SLES access the following classes are required initially and annually:
 - Computer Security Awareness (Web Based)
 - Information Security Awareness (Web Based)
 - SLES Training for Designator Access (Web-Based)
 - Safeguards Information and Designator Course, Parts I and II (Web-based)
- c. All contractors shall be required to take Safeguards Information and Designator Course, Parts I and II (Web-based) and become an SGI Designator.

8.0 MEETINGS AND TRAVEL (BOTH UNRESTRICTED & SBSA HOLDERS)

Each task order will specify any required meetings or travel plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work detailed in the task order statement of work. Prior to any trip taken during the period of performance under this contract that is within the work scope limits, the Contractor shall obtain approval from the TO COR or Contracting Officer designated to that respective task order (TO CO).

9.0 NRC FURNISHED MATERIALS (BOTH UNRESTRICTED & SBSA HOLDERS)

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC Furnished Materials Section of the task order. The TO COR will provide those NRC documents related to the task order. Any additional NRC documentation needed will be provided by NRC

or obtained directly by Contractor from Agencywide Document Access Management System (ADAMS), the NRC Public Document Room, or the NRC public web site.

10.0 LICENSE FEE (BOTH UNRESTRICTED & SBSA HOLDERS)

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS (these attachments apply both to the unrestricted portion of the RFP as well as to the Small Business set-aside portion of the RFP)

ATTACHMENT NO.	TITLE & APPLICABILITY	NO. OF PAGES
1.	Staffing Plan Format (Both)	1
2.	Project Management Plan Format (Both)	2
3.	Performance Evaluation Plan (Both)	3
4.	Performance Requirements Summary (Both)	2
5.	Monthly Letter Status Report Format (Both)	4
6.	Contractor Spending Plan (Both)	2
7.	Billing instructions for Cost Reimbursement Type Contracts (Both)	8
8.	Subpart 2009.5 Organizational Conflicts of Interests (Both)	8
9.	Past Performance Survey (Both)	(Deleted)
10.	Guidance for the Development of Requests for Additional Information for COL Applications (Both)	4
11.	Task Order #1 Statement Of Work (Both)	(Deleted)
12.	Contract Security and/or Classification Requirements (NRC Form 187) (Both)	2
13.	*NRC Small Business Subcontracting Plan (Unrestricted only)	(Deleted)
14.	*Technical Skill Matrix (Both)	(Deleted)
15.	**APR-1400 Technical Skill Matrix (SB Set-Aside only)	(Deleted)

Attachment #1

Staffing Plan Format

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

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

Staffing Plan - Task Order

Name	Expertise	Project Role (task)	Title	Est. Hours

Attachment #2

Project Management Plan Format

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

Project Plan Approach

A team of experts (e.g., Key Personnel) as identified in the attached staffing plan will be assigned to this effort. The effort will be conducted according to the following process and schedule. Innovations to be used to ensure the schedule is met consist of use of Microsoft Project⁷ or similar format.

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

Quality Control	All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC. A NUREG template will be used by all reviewers.
Risk Mitigation	The schedule for this effort is critical to completion of the entire review and update program. As such, a web-based database will be used to accumulate and share updated reports. Staff will meet with all stakeholders to discuss changes prior to incorporation of the changes into the final document to eliminate numerous iterations.

Attachment #3**Performance Evaluation Plan**

Contract No.

Task Order #:

Rating Period: MM/DD/YYYY to MM/DD/YYYY

COR:

(Contractor) PM:

Assessment of Task Order Performance

Category	Rating			
I. Technical Performance	Excellent	Satisfactory	Unsatisfactory	N/A
Appropriate Standard Review Plan (SRP)/Environmental Impact Statements (EIS) Sections/Licensing Documents/ Amendments Reviewed				
Incorporation of Comments				
II. Task Management	Excellent	Satisfactory	Unsatisfactory	N/A
Timeliness (Schedule)				
III. Budget Management	Excellent	Satisfactory	Unsatisfactory	N/A
Budget Compliance				

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

COR

I certify that the above evaluation is accurate.

Comment:

Signature

Date

Rating Scale and Subcategory Definition

Appropriate Documents Reviewed and Technical Input Submitted

Excellent Reviewed all appropriate documents and provided input as specified in the Task Order. Interfaced with NRC staff as required to collect their inputs, and made recommendations in a clear and concise manner.

Satisfactory Addressed all appropriate documents as specified in the Task Order. Communication with the NRC staff was infrequent but adequate.

Unsatisfactory Did not address 2 or more appropriate input requirements as specified in the Task Order. Communications with NRC staff was infrequent and inadequate.

Budget

Excellent Performed all work specified in the Task Order at or within the initial budget.

Satisfactory Performed all identified tasks within the NRC adjusted budget that was adjusted for issues outside the Contractor's control. Contractor identified budget and schedule issues promptly to NRC to allow adequate time to evaluate the situation and revise the budget as needed.

Unsatisfactory Failed to complete work specified in the Task Order within budget. Did not adequately keep NRC advised of issues that could affect the task budget or schedule.

Incorporation of Comments

Excellent Communicated effectively and in a timely manner with NRC to incorporate NRC comments promptly and correctly. Resolved or incorporated major comments in one iteration. General and editorial comments were resolved quickly and ahead of schedule. Questions and potential issues were resolved in a highly professional manner.

Satisfactory Communicated adequately with the NRC staff to collect and incorporate comments. One or more rounds of comment resolution was required to resolve major issues. General and editorial comments were resolved within the established scheduled time period.

Unsatisfactory Communication between the contractor and NRC was inadequate to identify and incorporate comments in a timely manner. Several iterations of comment resolution were insufficient to incorporate the NRC comments. Major issue resolution was not pursued appropriately, and general and editorial comments were not adequately addressed, which caused a schedule delay.

Timeliness

Excellent Completed all tasks on or ahead of schedule

Satisfactory Completed all tasks at or ahead of the schedule revised due to circumstances beyond the contractor's control.

Unsatisfactory Exceeded the agreed upon (or revised) schedule by greater than 2 business days.

Attachment #4**Performance Requirements Summary**

Performance Requirements and Deliverables	Standard	Method of Review	Incentive/Deduction
Management Controls	A Project Plan shall be established consistent with the NRC licensing review schedule. The format for this Project Plan is provided in Attachment 2. Once established, and approved by the COR, the project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.	<p>The COR or designee will review.</p> <p>The licensing review schedule will be updated and monitored on a frequent basis. The COR shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 3.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 3.</p>
Technical Evaluation Report	The format is provided in each task order. The content should address the relevant portion of NUREG-0800, Standard Review Plan (SRP) or NUREG 1555, Environmental SRP and any Safety Evaluation Report (SER)" writing templates furnished by the NRC.	The COR or designee will review the technical letter report to the standards to assure compliance. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 3.	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractor's ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 3.</p>

Performance Requirements and Deliverables	Standard	Method of Review	Incentive/Deduction
Request for additional information (RAIs)	Guidance for writing RAIs is provided in each task order.	The COR or designee will review the RAIs to the standards to assure compliance. The COR shall assess the performance of the contractor using the Performance Evaluation Plan provided in Attachment 3.	Full payment for 100% compliance. Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractor's ability to meet the schedule, milestones, and deliverable requirements of the preceding orders documented on Attachment 3.

Attachment #5**MONTHLY LETTER STATUS REPORT (MLSR)****PROJECT TITLE:** [Project Title]**CONTRACT NO.:** [Contract No.]**A. TASK ORDER IDENTIFICATION AND FINANCIAL SUMMARY INFORMATION**

Note: There shall be 1 MLSR for every Task Order

TASK ORDER TITLE: [Task Order Title]**TASK ORDER NO.:** [TO#]**JOB CODE NO. (JCN):** [JCN#]**TECHNICAL ASSIGNMENT
CONTROL NUMBER (TAC):** [TAC#]**PERIOD OF PERFORMANCE:** [TO start date to TO finish date]**PERIOD COVERED:** [Month 1st to Month 31st]**NRC CONTRACTING OFFICERS REPRESENTATIVE:** [Name of COR]**CONTRACTOR TASK MANAGER:** [Contractor Lead Reviewer]**CONTRACTING ORGANIZATION:** [Contractor Business Name]

1.	Task Order Amount:	\$
2.	Funds Obligated to Date:	\$

		Cost This Period	Cumulative Cost to Date
3.	Total Direct Costs Invoiced	\$	\$
4.	Total Indirect Costs Invoiced	\$	\$
5.	Fee Invoiced	\$	\$
6.	Total Cost Invoiced [Item3+Item4+Item5]	\$	
7.	Percent Expended (%) [Item6/Item2]		\$
8.	Balance of Obligation Funds Remaining based on Invoiced Cost [Item2-Item6]		\$
9.	Total Actual Costs (Invoiced Cost and Cost Not Yet Invoiced (e.g., Pending/Outstanding Subcontractor /Consultant Costs)		\$
10.	Balance of Obligated Funds Remaining based on Actual Cost [Item2-Item9]		\$
11.	Balance of Funds Required for Completion [Item 1 – Item 10]		\$

Spending Plan:

Month/Year	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13
Planned (\$)												
Revised (\$)												
Actual (\$)												

Month/Year	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	Jul 14	Aug 14	Sep 14
Planned (\$)												
Revised (\$)												
Actual (\$)												

Month/Year	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15	Sep 15
Planned (\$)												
Revised (\$)												
Actual (\$)												

Plan Total: \$ [Sum of planned(\$)]

Revised Total: \$ [Sum of Revised(\$)]

Actual Total: \$ [Sum of Actual(\$)]

B. EPM SCHEDULE MILESTONE INFORMATION (If Applicable)**SER DEVELOPMENT**

Milestone		Percent Complete				
		0%	30%	60%	90%	100%
ACCEPTANCE REVIEW						
AR	Planned Date					
	Actual Date					
SER DEVELOPMENT						
P1	Planned Date					
	Actual Date					
P2	Planned Date					
	Actual Date					
P3	Planned Date					
	Actual Date					
P4	Planned Date					
	Actual Date					
P5	Planned Date					
	Actual Date					
P6	Planned Date					
	Actual Date					

Note: Input date where appropriate. Refer to Attachment 1.1 for description.

C. WORK PERFORMED/ DESCRIPTION

Title	Description

D. PROBLEM(S)/ RESOLUTION(S)

1.	
2.	
3.	
4.	

E. TRAVEL FOR THIS PERIOD

Staff	Start Date	End Date	Destination/ Activity

Print out from contractor's data collection program is acceptable if equivalent to above table.

F. PLANS FOR NEXT PERIOD

1.	
2.	
3.	
4.	

G. STAFF HOURS SUMMARY

Subtask/ Phase	Staff Assigned	Hours Budgeted	Hours Expended This Period	Total Cumulative Hours Expended	Note(s)

Print out from contractor's data collection program is acceptable if equivalent to above table.

Milestone	Percent Complete				
	0	30	60	90	100

ACCEPTANCE REVIEW

Acceptance Review (AR)	Not Started	N/A	N/A	N/A	Contractor provides AR input to NRC staff. Contractor status marked 100%.
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SER DEVELOPMENT

P1	Not Started	Read application and sent draft TER and RAIs to TM	Incorporated TM's comments and issued final TER and RAIs to TM	TM notified Contractor that PSER and last RAIs submitted to BC	TM notified Contractor that PSER and last RAIs issued to Projects. Contractor status marked 100%. Issues related to PSER and RAIs are charged to P2.
P2	Not Started	RAI responses that have been received have been reviewed. Sent draft TER w/OI to TM	Incorporated TM's comments and issued final TER w/OI to TM	TM notified Contractor that SER w/OI submitted to BC	TM notified Contractor that SER w/OI issued to Projects. Contractor status marked 100%. Issues related to SER w/OI are charged to P4.
P3	Not Started	-	-	-	ACRS briefing completed
P4	Not Started	All OI responses have been received and reviewed. Sent draft TER w/o OI to TM	Incorporated TM's comments and issued final TER w/o OI to TM	TM notified Contractor that SER w/o OI submitted to BC	TM notified Contractor that SER w/o OI issued to Projects. Contractor status marked 100%.
P5	Not Started	-	-	-	ACRS briefing completed
P6	Not Started	All RAI responses addressing ACRS issues have been received and reviewed. Sent draft TER to TM	Incorporated TM's comments and issued final TER to TM	TM notified Contractor that Final SER submitted to BC	TM notified Contractor that Final SER issued to Projects. Contractor status marked 100%.

CONTRACTOR SPENDING PLAN

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

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

Applicability

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

Submission

A CSP is required:

- a.** as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets, the above thresholds;
- b.** as part of the Best and Final Offer (**if** requested) as a result of negotiations; **Updated CSP** information is required on a monthly basis or as approved **by** the **CO** as part of the "Financial Status Report" (Ref: Section F. (fill-in), "Financial Status Report").

Format

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

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

1	Requires Input from User								Monthly	Expenses	Total	Jun-11	Jul-11	Aug-11
2	Autopopulate. User do not edit.									Planned	\$ 1,887,851	\$ 4,500	\$ 4,500	\$ 4,250
3	Empty cell									Actual	\$ 575,449	\$ -	\$ -	\$ -
4											\$ -	\$ -	\$ -	\$ -
5									Cumulative	Planned		\$ 1,874,876	\$ 1,879,376	\$ 1,883,626
6										Actual		\$ 575,449	\$ 575,449	\$ 575,449
7	TO	Phase	%	TO Amount	Obligated - Tot./Remain	FY	Obligated	Remain			\$ -	\$ -	\$ -	
8	1			\$ 1,636,700	\$ 1,210,000	2008	\$ 380,000	\$ -		Orig. Plan	\$ 1,636,700	\$ 3,267	\$ 3,267	\$ 3,267
9	Technical Support for the				\$ 634,551	2009	\$ 830,000	\$ 634,551		Rev. Plan	\$ 575,449			
10	Detroit Edison Energy/Fermi					2010		\$ -		Actual	\$ 575,449			
11	COL Environmental Review					2011		\$ -		Comment				
12					\$ -	2008		\$ -		Orig. Plan	\$ -			
13					\$ -	2009		\$ -		Rev. Plan	\$ -			
14						2010		\$ -		Actual	\$ -			
15						2011		\$ -		Comment				
16					\$ -	2008		\$ -		Orig. Plan	\$ -			
17					\$ -	2009		\$ -		Rev. Plan	\$ -			
18						2010		\$ -		Actual	\$ -			
19						2011		\$ -		Comment				
20					\$ -	2008		\$ -		Orig. Plan	\$ -			
21					\$ -	2009		\$ -		Rev. Plan	\$ -			
22						2010		\$ -		Actual	\$ -			
23						2011		\$ -		Comment				
24					\$ -	2008		\$ -		Orig. Plan	\$ -			
25					\$ -	2009		\$ -		Rev. Plan	\$ -			
26						2010		\$ -		Actual	\$ -			
27						2011		\$ -		Comment				
28					\$ -	2008		\$ -		Orig. Plan	\$ -			
29					\$ -	2009		\$ -		Rev. Plan	\$ -			
30						2010		\$ -		Actual	\$ -			
31						2011		\$ -		Comment				
JCN QXXXX JCN QXXXX (2) JCN QXXXX (3) JCN QXXXX (4) JCN QXXXX (5) Log Instructions & Logistics Safety Phase Environ														

Attachment #7

BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS (MAY 2013)

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

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

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

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

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

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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

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

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

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

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

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a)

through (s) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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

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

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

Supersession: These instructions supersede previous Billing Instructions for Cost-Reimbursement Type Contracts (July 2011).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)))).
- c. 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 System for Award Management (SAM) database at <https://www.sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.

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

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

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

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

q. Fixed-Fee. If the contract provides for a fixed-fee, it must be reimbursed as indicated in the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

(1) The NRC will withhold payment of 15% of the negotiated contract fixed-fee amount, not to exceed \$100,000.

(2) If the fee withholding amount has reached \$100,000, the contractor may resume billing the NRC for the balance of its fee under subsequent invoices for work completed.

(3) Any fee amounts withheld by the NRC will be paid to the contractor during contract closeout in increments, following the submission/settlement of indirect rate proposals in accordance with FAR 52.216-8, "Fixed Fee" (JUN 2011).

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

s. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

t. Grand Totals.

3. Sample Invoice/Voucher Information

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

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

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3)	Government property (\$50,000 or more)	\$ _____	\$ _____
(4)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(5)	Premium pay (NRC approved overtime)	\$ _____	\$ _____
(6)	Consultants Fee	\$ _____	\$ _____
(7)	Travel	\$ _____	\$ _____
(8)	Subcontracts	\$ _____	\$ _____
(9)	Other costs	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____

(b)	<u>Indirect Costs</u> <i>(provide the rate information applicable to your firm)</i>		
(10)	Overhead ____ % of _____ (Indicate Base)	\$ _____	\$ _____
(11)	General and Administrative (G&A) ____ % of _____ (Indicate Base)	\$ _____	\$ _____
Total Indirect Costs:		\$ _____	\$ _____

(c)	<u>Fixed-Fee:</u>		
(12)	Fixed-Fee Calculations:		
i.	Total negotiated contract fixed-fee percent ____ and amount \$ _____		
ii.	85% allowable fee amount \$ _____		
iii.	Cumulative fee billed on prior invoices \$ _____		
iv.	Fee due this invoice <i>(not to exceed 85% of fee earned based upon negotiated contract fee percentage)</i> \$ _____		

Note: The fee balance withheld by NRC may not exceed \$100,000.

Total Fixed-Fee:		\$ _____	\$ _____
(d)	Total Amount Billed	\$ _____	\$ _____
(e)	Adjustments (+/-)	\$ _____	\$ _____

(f) **Grand Total** \$ _____ \$ _____

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

SAMPLE SUPPORTING INFORMATION

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

Cost Elements:

1) Direct Labor - \$2,400

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$14.00	\$1,400	975
Engineer	50	\$10.00	\$ 500	465
Computer Analyst	100	\$ 5.00	<u>\$ 500</u>	<u>320</u>
			\$2,400	1,760 hrs.

2) Fringe Benefits - \$480

Fringe @ 20% of Direct Salaries

<u>Labor Category</u>	<u>Salaries</u>	<u>Fringe Amount</u>
Senior Engineer I	\$1,400	\$280
Engineer	\$ 500	\$100
Computer Analyst	<u>\$ 500</u>	<u>\$100</u>
	\$2,400	\$480

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

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

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

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

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150

(EX: Premium pay for this individual was approved and authorized under this contract by the NRC Contracting Officer by letter dated 6/1/2011.)

6) Consultants' Fee - \$100

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

7) Travel - \$2,640

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

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

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

8) Subcontracting - \$30,000

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

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

9) Other Costs - \$5,100

Honorarium for speaker at American Nuclear Society conference = \$5,000
Nuclear Planet Journal subscription fee = \$100

10) Overhead Expense - \$41,148

Overhead @ 40% of Total Direct Costs

11) General and Administrative (G&A) Expense - \$22,784

G&A @ 20% of Total Costs, excluding subcontracts and consultants

12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%

Fixed-Fee Calculations:

- i. Total contract fixed-fee \$100,000
- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000
- iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$8,218

Total Amount Billed	\$175,020
Adjustments (+/-)	- <u>\$8,218</u>
Grand Total	\$166,802

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.

Attachment #9

PAST PERFORMANCE REFERENCE SURVEY

(Attachment #9 has been deleted from this package, as it was relevant to the IDIQ source selection, but is not relevant to the Task Orders under the awarded IDIQ)

Attachment #10

Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications

I. Purpose

This style guide provides guidance to NRC staff on the request for additional information (RAI) phase of the COL application review and may be provided to the appropriate contractor for their use in COL applications reviews.

II. Overview and Internal NRC Process

The branch seeking additional information prepares the questions, which are reviewed by the branch lead. The questions are forwarded to the project manager (PM). The PM reviews each question to ensure that he or she understands what information is sought, that the question is unambiguous, that the question includes an adequate basis, and that the information sought is necessary for the safety review. The PM may clarify the question but should obtain the concurrence of the technical branch reviewer if the change is of a technical nature. If not already assigned, the PM assigns a unique number to each RAI to link the RAI to a section of the COL application. The PM then forwards the questions to the applicant. The PM and review branch interact with the applicant as necessary to ensure that the applicant understands the questions or to give the applicant the opportunity to identify when the requested information is already available to the staff (i.e., in the UFSAR, Technical Specifications, or other docketed correspondence). Some RAIs are typically dropped during this interaction. The staff then formally transmits the RAIs to the PM, and the PM formally transmits the RAIs, along with any pertinent guidance (i.e., the date by which the applicant must respond) to the applicant.

III. RAI Guidance

- I. An RAI should be limited to the scope of the Rule, 10 CFR Part 52.
 - a. An RAI should not imply that the current licensing basis (CLB) is inadequate. CLB issues should be addressed under Part 50.
 - b. An RAI should not request information that is already on the docket. Note that the draft RAIs occasionally contain information that is already on the docket if the information is not readily available to the staff. These draft RAIs are typically dropped during interactions with the applicants, as described above.
2. An RAI should include the appropriate basis for requesting the information. The basis should explain why the information is needed, including how it will be used to help make a reasonable assurance finding.
3. Judgmental language should be avoided.
 - a. Questions should not make adequacy determinations. Staff evaluations and conclusions belong in the SER.
 - b. Words like unacceptable, deficient, and deviation should be avoided. Likewise, avoid using phrases like the staff will require that since it is premature to require anything when you are asking questions.

4. Questions should be focused, not open-ended.
 - a. The RAI should be in the form of a question or an imperative to provide what is needed to satisfy the RAI. When the reviewer needs specific information or the underlying issue may not be apparent, the RAI should clearly identify the information requested and/or the underlying issue.
 - b. Questions should not pertain to information that is either already available (such as asking about plant technical specifications) or not the applicant's responsibility.
 - c. If ... then questions (questions that could lead to follow on questions) should provide both parts of the question.
 - d. Ask questions to clarify conflicting or contradictory statements in the application.

Note that reviewers RAIs should be limited to their areas (e.g., hydrology reviewers shouldn't be asking seismology questions). If a reviewer has questions outside their review area, the reviewer must communicate the questions to the appropriate reviewers. The PM can coordinate this communication.

5. Assign each RAI a unique number that links the RAI to a section of the application.
 - a. If an RAI applies to a specific section of the SER, use the section number followed by a unique question number (e.g., the first question related to Section 3.3.4 would be numbered RAI 3.3.4-1).
 - b. If the RAI applies to more than one section of the SER, use the next higher section number (e.g., if a question is applicable to Sections 3.3.4, 3.3.5, and 3.3.6, assign the question to Section 3.3, such as RAI 3.3-1). The same RAI question should not be repeated in the various sections.

IV. Sample RAI

10 CFR 100.23 requires a probabilistic seismic hazard analysis or suitable sensitivity analysis in order to address the uncertainties inherent in the estimation of the Safe Shutdown Earthquake (SSE) ground motion. Regulatory Guide 1.165 (RG 1.165), Identification and Characterization of Seismic Sources and Determination of Safe Shutdown Earthquake Ground Motion provides specific guidance with respect to the probabilistic evaluations that should be conducted to address the uncertainties associated with determining the SSE ground motion. RG 1.165 specifies a target or reference probability that is to be used to determine the controlling earthquake(s) magnitude and distance (M, D) and SSE spectra for the site. The reference probability is the annual probability level such that 50 percent of a set of currently operating plants have an annual median probability of exceeding their SSE that is below this level. Section 2.5.2 of the application does not specify that the reference probability (median 10^{-5}) from RG 1.165 was used to determine the controlling earthquake(s) (M, D) for North Anna. Clarify whether the reference probability from RG 1.165 was used to determine the controlling earthquake for North Anna and if a different reference probability was used, then justify the use of the new probability value.

V. Interactions with the Applicant

- I. After an RAI has been forwarded to the PM, the PM may hold teleconferences and/or public/closed meetings before issuing the RAI:
 - a. The discussions prevent misunderstanding of the intent of the questions.

- b. If a draft RAI is clarified or resolved before issuance, the PM develops a docketed record of the resolution (i.e., minutes of a public meeting or a teleconference summary). An RAI can only be considered resolved if the information is already in the application or other documents previously submitted to the NRC. If not, the RAI is sent to the applicant so that the applicant's response will be submitted on the docket.
- 2. After the final RAIs have been issued, the applicant may request a teleconference and/or a public/closed meeting:
 - a. The teleconferences and/or meetings provide additional clarification of the intent of the RAIs and help the applicant prepare satisfactory responses.
 - b. To ensure that the response appropriately addresses the RAI, the applicant may submit a draft response (which the PM docket in the Agency-Wide Documents Access and Management System (ADAMS), where appropriate (i.e., Safeguards Information is entered into ADAMS) and request a follow up teleconference and/or meeting.
- 3. After receiving the applicant's response to the RAI, the PM may hold a teleconference and/or a public/closed meeting with the applicant:
 - a. The purpose of discussing a response with the applicant is to better understand the response and/or clarify areas of disagreement. If the resolution of a response relies on information not submitted to the NRC, the applicant should submit the information on the docket. The submission is not intended to be another RAI or a means to minimize the number of SER open items, but in actual practice this step frequently reduces the number of SER open items.
 - b. If the areas of disagreement remain, the unresolved RAI becomes an SER open item.

VI. Receipt of the Responses to the RAIs

On receiving the applicant's response to an RAI, the PM provides a copy to the reviewers. The reviewers have a specified time based on the schedule to review the response for acceptability. If time permits, the PM and the reviewers may discuss incomplete RAI responses with the applicant. The discussions are not to be construed as another RAI. An RAI that remains open becomes a safety evaluation report open item.

Attachment #11

TASK ORDER 1: REQUEST FOR PROPOSAL AND STATEMENT OF WORK

(Attachment #11 has been deleted from this package, as it was relevant to the IDIQ source selection, but is not relevant to the Task Orders under the awarded IDIQ)

Attachment #12

NRC FORM 187 2008 NRCMD 12		U.S. NUCLEAR REGULATORY COMMISSION		AUTHORITY: The policies, procedures, and criteria of the NRC Security Program NRCMD 12 apply to performance of this contract, supporting it or other activity.	
CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS				COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE	
1. CONTRACTOR NAME AND ADDRESS: To Be Determined		A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR USE CODE FOR DOE REQUESTING VENDOR CONTRACT NUMBER (unless agency has its own system): B. PROJECTED START DATE: 10/01/2013 C. PROJECTED COMPLETION DATE: 09/30/2018		2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Superseding all previous submissions) <input type="checkbox"/> C. OTHER (Specify):	
3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE A. DOES NOT APPLY <input checked="" type="checkbox"/> B. CONTRACT NUMBER: [] DATE: []					
4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION: Technical Assistance in Support of Agency Environmental and Reactor Programs					
5. PERFORMANCE WILL REQUIRE					
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION YES (If YES, answer 1-7 below) <input checked="" type="checkbox"/> NO (If NO, proceed to 5.C.)		NOT APPLICABLE		NATIONAL SECURITY SECRET CONFIDENTIAL	
				RESTRICTED DATA SECRET CONFIDENTIAL	
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION 2. RECEIPT, STORAGE OR OTHER SAFEGUARDING OF CLASSIFIED MATTER (See 5.B.) 3. GENERATION OF CLASSIFIED MATTER 4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATIONS 5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY 6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM 7. OTHER (Specify):					
B. IS FACILITY CLEARANCE REQUIRED? YES NO					
C. UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS		G. REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC			
D. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION		H. WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES			
E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA		I. REQUIRED TO CARRY FIREARMS			
F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING		J. FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS			
FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12					
NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.					

NRC FORM 187 (7/2008)

6 INFORMATION PERTAINING TO THESE REQUIREMENTS OF THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

Charles Willbanks, Contracting Officer's Representative

SIGNATURE

Charles Willbanks

DATE

5/18/13

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

Guide pertaining to the protection of sensitive, unclassified and safeguards information is found in the following NRC Management Directives (MD): MD 12.1, MD 12.6, and MD 12.7

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

AUTHORIZED CLASSIFIER (Name and Title)

DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 (Check appropriate box(es))

- ☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☐ CONTRACTOR (Item 1)
SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW

NAME (Print or type)

SIGNATURE

DATE

A. DIRECTOR, OFFICE OR DIVISION

Constance Schum, Director, NRO/PRMS

SIGNATURE

Constance C. Schum

DATE

5/23/13

B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY

Mary Jane Ross-Lee

SIGNATURE

DATE

C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
(Not applicable to DOE agreements)

James C. Corbett

SIGNATURE

DATE

REMARKS

Some task orders under the basic contract award may require performance of work by the contractor at NRC facilities on a continuous basis, contractor access to sensitive information technology systems and electronic files, and access to unclassified safeguards information.

