

## AWARD/CONTRACT

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|  |  |   |
|--|--|---|
| 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS 15 CFR 700  |  | RATING  |
| 2. CONTRACT NO.<br>NRC-04-96-075   | 3. EFFECTIVE DATE<br>8/1/96  | 4. REQUISITION/PROJECT NO.<br>RES-95-037  |
| 5. ISSUED BY Code:<br><br>U.S. Nuclear Regulatory Commission<br>Division of Contracts, M/S T 712<br>Technical Acquisition Br. #1<br>Washington, D.C. 20555   |  | 6. ADMINISTERED BY Code:<br>(If other than Item 5)<br>U.S. Nuclear Regulatory Commission<br>Division of Contracts<br>Technical Acquisition Br. #1<br>Washington, D.C. 20555 |
| 7. NAME AND ADDRESS OF CONTRACTOR<br>ASCA, Inc.<br>2250 East Imperial Highway<br>Suite 200<br>El Segundo, CA 90245-3547<br><br>Principal Investigator/Technical<br>Contact: Mr. Antony Milici<br>Telephone No: (310) 648-6673  |  | 8. DELIVERY<br>[ ] FOB ORIGIN<br>[X] OTHER (See below)<br><br>9. DISCOUNT FOR PROMPT PAYMENT<br>N/A   |
| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS<br>SHOWN IN ITEM: 6   |  |   |
| 11. SHIP TO/MARK FOR CODE<br>U.S. Nuclear Regulatory Commission<br>Division of Systems Technology<br>ATTN: Leo Beltracchi, M/S T 10E33<br>Washington, D.C. 20555   | 12. PAYMENT WILL BE MADE BY CODE<br>U.S. Nuclear Regulatory Commission<br>Division of Accounting & Finance<br>OCV/JOM Accounting Sect.; T9E2<br>Washington, D.C. 20555 |   |
| 13. AUTHORITY FOR USING OTHER THAN FCIT AND OPEN COMPETITION<br>[ ] 10 U.S.C. 2304(c) [ ] [ ] 41 U.S.C. 253(c) [ ]   |  |   |
| 14. ACCOUNTING AND APPROPRIATION DATA<br>APPN: 31X0200.660 B&R: W6719 RES I.D.: RES-C96-458<br>BOC: 252A B&R: 66015335005 OBLIGATED AMT: \$174,873.00  |  |   |
| 15A. ITEM NO.  | 15B. SUPPLIES/<br>SERVICES   | 15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT   |
| The NRC hereby accepts the contractor's SBIR Phase II technical proposal dtd 12/27/95 to perform work entitled "Extending the Dynamic Flowgraph Methodology (DFM) to Model Human Performance and Team Effects" which is hereby incorporated by reference and made a part of this cost-plus-fixed-fee contract. |  |   |
| 15G. TOTAL AMOUNT OF CONTRACT  |  | \$174,873.00  |
| EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)<br>FAR (48 CFR) 53.214(a)  |  | Prescribed by GSA   |

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AWARD/CONTRACT

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## CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

|   |  |
|---|--|
| 19A. NAME AND TITLE OF SIGNER<br>(Type or print)                  | 20A. NAME OF CONTRACTING OFFICER                             |
| <i>Sya-Syun Wu, Principal</i>                                     | Mary H. Mace   |
| 19B. NAME OF CONTRACTOR <i>ASCA, Inc.</i>                         | 20B. UNITED STATES OF AMERICA                                |
| by <i>Sya-Syun Wu</i><br>(Signature of person authorized to sign) | by <i>Mary H. Mace</i><br>(Signature of Contracting Officer) |
| 19C. DATE SIGNED<br><i>July 31, '86</i>                           | 20C. DATE SIGNED<br><i>7/31/86</i>                           |

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## PART I - THE SCHEDULE

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

## B.1 PROJECT TITLE

The title of this project is as follows:

"Extending the Dynamic Flowgraph Methodology (DFM) to Model Human Performance and Team Effects"

[End of Clause]

## B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this Phase II effort is to extend the concepts and software of DFM and to develop and demonstrate the use of DFM as an integrated methodological approach and an associated set of software tools that can model, within one integrated environment, the hardware, software, and humanware elements of a complex system. Such an extended DFM environment can then be used to diagnose and to reduce system faults resulting from combinations of human errors, software logic errors, hardware failures, and environmental conditions.

[End of Clause]

## B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988)

- (a) The total estimated cost to the Government for full performance of this contract is \$174,873.00, of which the sum of \$161,919.00 represents the estimated reimbursable costs, and of which \$12,954.00 represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount obligated by the Government with respect to this contract is \$174,873.00.

[End of Clause]

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 STATEMENT OF WORK

The work to be performed and the objectives to be met under this contract shall be in accordance with the contractor's technical proposal dtd 12/27/95, which was submitted in response to the FY 95 Small Business Innovation Research Program, and is hereby incorporated by reference.

[End of Clause]

## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

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

[End of Clause]

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER   | TITLE   | DATE     |
|----------|---|----------|
| 52.246-9 | INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) | APR 1984 |

[End of Clause]

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

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

[End of Clause]



## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER    | TITLE                                     | DATE     |
|-----------|---|----------|
| 52.242-15 | STOP-WORK ORDER<br>Alternate I (APR 1984) | AUG 1989 |

[End of Clause]

## F.2 NRCAR 2052.212-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

[End of Clause]

## F.3 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

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

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work

**F.3 (Continued)**

requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

[End of Clause]

**F.4 2052.212-72 FINANCIAL STATUS REPORT (DEC 1995)**

The contractor shall provide a monthly Financial Status Report to the project officer and the contracting officer. Also, whenever the report reference the acquisition of, or changes in status of, property valued at the time of purchase at \$50,000 or more, send a copy of the report to the Chief, Property Management Branch, Division of Facilities and Property Management, Office of Administration. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, job code, project manager and/or principal investigator, the contract period or performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status:
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate if there has been a significant change in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the

## F.4 (Continued)

change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item h.

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

(i) Property status:

- (1) List property acquired for the project during the month with an acquisition cost of \$500 or more and less than \$50,000. Give the item number for the specific piece of equipment.
- (2) List property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."
- (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more (\$5,000 or more if purchased prior to October 1, 1995) showing the above information.
- (4) In the final monthly status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status:

List the starting and end dates for each trip, the starting point and destination, and the traveler(s) for each trip.

## F.4 (Continued)

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

[End of Clause]

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

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

(a) Project Officer (3 copies)

U.S. Nuclear Regulatory Commission  
ATTN: Leo Beltracchi, M/S T 10E33  
Division of Systems Technology  
Washington, D.C. 20555

(b) Contracting Officer (1 copy)

[End of Clause]

## F.6 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 8/1/96 and will expire 1/31/98.

[End of Clause]

## F.7 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVs)

The Nuclear Regulation 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 (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) 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 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

**F.7 (Continued)**

the contract, may be found in Section J of the solicitation. 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. NOTE: The prime contractor or subcontractor shall submit all DPV's received by need not endorse them.

**F.8 ADDITIONAL REPORTING REQUIREMENTS**

- a. A draft of the final report which includes the results of the work performed under this contract, shall be submitted to the NRC Project Officer 30 days prior to contract expiration.
- b. The NRC shall review the draft report and provide the contractor with his/her comments within two weeks from receipt of the draft report.
- c. The contractor shall make any necessary changes and submit the final report to the NRC Project Officer in one camera-ready copy and three copies by the contract expiration date. The final report shall be prepared in accordance with Handbook 3.8 (see Section J for List of Attachments).

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY  
(JAN 1993)

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

Name: Leo Beltracchi

Address: U.S. Nuclear Regulatory Commission  
Division of Systems Technology, M/S T 10E33  
Office of Nuclear Regulatory Research  
Washington, D.C. 20555

Telephone Number: (301) 415-6558

- (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, 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, approval of technical 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

## G.1 (Continued)

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.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect there to is subject to FAR 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.



## G.1 (Continued)

- (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]

## G.2 NRCAR 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:

| Category | Rate | Base               | Applicable Period                       |
|----------|------|--------------------|---|
| Overhead | 27%  | Direct Labor       | Effective Date thru Contract Expiration |
| G&A      | 61%  | Total Direct Costs | Effective Date thru Contract Expiration |

- (b) The contracting officer may adjust the above 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 52.232-23, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

[End of Clause]

G.3 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-28, entitled "Electronic Funds Transfer Payment Methods."



## G.3 (Continued)

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Mr. Antony Milici, Principal Investigator

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

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the 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 or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval 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

## H.1 (Continued)

price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

## H.2 NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN 1993)

- (a) The principal investigator(s)/contractor shall comply with the provisions of NRC Handbook 3.8 (formerly MC 3202) and NRC Manual Chapter 3206 regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.
- (b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusior; and/or recommendations which may have regulatory implications.
- (c) Prior to any such publication, the contractor shall submit the proposed publication to the NRC Contracting Officer and Project Officer for review and approval.

[End of Clause]

## H.3 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

H.3 (Continued)

[End of Clause]

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED  
(JUN 1988)

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

[End of Clause]

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.202-1  | DEFINITIONS   | OCT 1995 |
| 52.203-3  | GRATUITIES  | APR 1984 |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES  | APR 1984 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR<br>ILLEGAL OR IMPROPER ACTIVITY   | SEP 1990 |
| 52.203-12 | LIMITATION ON PAYMENTS TO<br>INFLUENCE CERTAIN FEDERAL<br>TRANSACTIONS  | JAN 1990 |
| 52.204-4  | PRINTING/COPYING DOUBLE-SIDED<br>ON RECYCLED PAPER  | MAY 1995 |
| 52.209-6  | PROTECTING THE GOVERNMENT'S<br>INTEREST WHEN SUBCONTRACTING WITH<br>CONTRACTORS DEBARRED, SUSPENDED,<br>OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.215-2  | AUDIT AND RECORDS--NEGOTIATION  | OCT 1995 |
| 52.215-26 | INTEGRITY OF UNIT PRICES  | OCT 1995 |
| 52.215-33 | ORDER OF PRECEDENCE   | JAN 1986 |
| 52.216-7  | ALLOWABLE COST AND PAYMENT  | JUL 1991 |
| 52.216-8  | FIXED FEE   | APR 1984 |
| 52.219-6  | NOTICE OF TOTAL SMALL BUSINESS<br>SET-ASIDE   | APR 1984 |
| 52.219-8  | UTILIZATION OF SMALL, SMALL<br>DISADVANTAGED AND WOMEN-OWNED<br>SMALL BUSINESS CONCERNS   | OCT 1995 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING   | JAN 1991 |
| 52.222-3  | CONVICT LABOR   | APR 1984 |
| 52.222-26 | EQUAL OPPORTUNITY   | APR 1984 |
| 52.222-35 | AFFIRMATIVE ACTION FOR SPECIAL<br>DISABLED AND VIETNAM<br>ERA VETERANS  | APR 1984 |
| 52.222-36 | AFFIRMATIVE ACTION FOR<br>HANDICAPPED WORKERS   | APR 1984 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL<br>DISABLED VETERANS AND VETERANS<br>OF THE VIETNAM ERA   | JAN 1988 |

## I.1 (Continued)

| NUMBER    | TITLE  | DATE         |
|-----------|--|--------------|
| 52.223-2  | CLEAN AIR AND WATER  | APR 1984     |
| 52.223-6  | DRUG-FREE WORKPLACE  | JUL 1990     |
| 52.223-14 | TOXIC CHEMICAL RELEASING REPORTING                                   | OCT 1995     |
| 52.225-11 | RESTRICTIONS ON CERTAIN FOREIGN<br>PURCHASES                         | MAY 1992     |
| 52.227-1  | AUTHORIZATION AND CONSENT<br>Alternate I (APR 1984)                  | JUL 1995     |
| 52.227-2  | NOTICE AND ASSISTANCE REGARDING<br>PATENT AND COPYRIGHT INFRINGEMENT | APR 1984     |
| 52.227-11 | PATENT RIGHTS - RETENTION BY<br>THE CONTRACTOR (SHORT FORM)          | JUN 1989     |
| 52.227-20 | RIGHTS IN DATA - SBIR PROGRAM  | MAR 1994     |
| 52.228-7  | INSURANCE - LIABILITY TO THIRD<br>PERSONS                            | MAR 1996     |
| 52.232-17 | INTEREST   | JUN 1996     |
| 52.232-2  | LIMITATION OF COST   | APR 1984     |
| 52.232-23 | ASSIGNMENT OF CLAIMS   | JAN 1986     |
| 52.232-25 | PROMPT PAYMENT   | MAR 1994     |
| 52.232-28 | ELECTRONIC FUNDS TRANSFER<br>PAYMENT METHODS                         | APR 1989     |
| 52.233-1  | DISPUTES   | OCT 1995     |
| 52.233-3  | PROTEST AFTER AWARD<br>Alternate I (JUN 1985)                        | OCT 1995     |
| 52.242-1  | NOTICE OF INTENT TO DISALLOW COSTS                                   | APR 1984     |
| 52.242-13 | BANKRUPTCY   | JUL 1995     |
| 52.243-2  | CHANGES - COST-REIMBURSEMENT<br>Alternate V (APR 1984)               | AUG 1987     |
| 52.244-2  | SUBCONTRACTS (COST-REIMBURSEMENT<br>AND LETTER CONTRACTS)            | MAR 1996     |
| 52.244-5  | COMPETITION IN SUBCONTRACTING  | JANUARY 1996 |
| 52.249-6  | TERMINATION (COST-REIMBURSEMENT)                                     | MAY 1986     |
| 52.249-14 | EXCUSABLE DELAYS   | APR 1984     |
| 52.253-1  | COMPUTER GENERATED FORMS   | JAN 1991     |

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT  
INTEGRITY--MODIFICATION (SEP 1995)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the

## I.2 (Continued)

modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] Joaquin Wu, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] 45-A-100 who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

NONE

[Signature of the officer or employee responsible for the modification proposal and date]



## I.2 (Continued)

*John - John W.*

[Typed name of the officer or employee responsible for the modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

## I.3 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing



## I.3 (Continued)

duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

[End of Clause]

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

## SECTION J - LIST OF ATTACHMENTS

## J.1 ATTACHMENTS (MAR 1987)

| <u>Attachment Number</u> | <u>Title</u>  |
|--------------------------|---|
| 01                       | Billing Instructions  |
| 02                       | NRC Handbook 3.8  |
| 03                       | Contractor Spending Plan (CSP)<br>Instructions                          |
| 04                       | Publishing Documents in NUREG Series,<br>NUREG-0650, Revision 1         |
| 05                       | SF 3881, Payment Information Form - ACH<br>Vendor Payment System        |
| 06                       | Procedures for Resolving NRC Contractor<br>Differing Professional Views |

BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS

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

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-1-2  
Washington, DC 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike - Mail Room  
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

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

Format: Claims should be submitted in the format depicted on

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

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

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in

**Attachment 2.** The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

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

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

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.

## BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS - ATTACHMENT 1

## INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

|                                       |                                      |
|---------------------------------------|--------------------------------------|
| <u>Official Agency Billing Office</u> | (a) Contract Number _____            |
| U.S. Nuclear Regulatory Commission    | Task Order No. (If Applicable) _____ |
| Division of Contracts MS: T-7-I-2     | (b) Voucher/Invoice # _____          |
| Washington, DC 20555-0001             | (c) Date of Voucher/Invoice _____    |
| Payee's Name and Address _____        | (d) Fixed Fee _____                  |

Individual to Contact  
Regarding this Voucher  
Name: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_

(e) This voucher represents reimbursable costs for the billing period for  
billing period from \_\_\_\_\_ through \_\_\_\_\_

|  |                                  |
|--|----------------------------------|
|  | <u>Amount Billed</u>             |
|  | <u>Current Period Cumulative</u> |

(f) Direct Costs

- |  |       |       |
|--|-------|-------|
| (1) Direct labor*  | _____ | _____ |
| (2) Fringe Benefits<br>(       %, if computed as percentage)                         | _____ | _____ |
| (3) Capitalized nonexpendable<br>equipment (\$50,000 or more -<br>see instructions)* | _____ | _____ |
| (4) Non-capitalized equipment,<br>materials, and supplies                            | _____ | _____ |
| (5) Premium pay (NRC approved overtime)  | _____ | _____ |
| (6) Consultants*   | _____ | _____ |
| (7) Travel*  | _____ | _____ |
| (8) Subcontracts*  | _____ | _____ |
| (9) Other costs*   | _____ | _____ |

Total Direct Costs \_\_\_\_\_

(g) Indirect Costs

(A) Overhead \_\_\_\_\_ % of \_\_\_\_\_  
(Indicate Base) \_\_\_\_\_

(B) General & Administrative Expense  
\_\_\_\_\_ % of Cost Elements  
Nos. \_\_\_\_\_

Total Direct &amp; Indirect Costs \_\_\_\_\_

## (h) Fixed-Fee (cite Formula): \_\_\_\_\_

(i) Total Amount Billed \_\_\_\_\_

(j) Adjustments \_\_\_\_\_

(k) Grand Totals \_\_\_\_\_

\* (Requires Supporting Information -- See Attached)

SAMPLE SUPPORTING INFORMATION1) Direct Labor - \$24,000

| Labor Category    | Hours Billed | Rate    | Total        | Cumulative Hrs. Billed |
|-------------------|--------------|---------|--------------|------------------------|
| Senior Engineer I | 100          | \$14.00 | \$1400       | 975                    |
| Engineer          | 50           | \$10.00 | \$500        | 465                    |
| Computer Analyst  | 100          | \$5.00  | <u>\$500</u> | 320                    |
|                   |              |         | \$2400       |                        |

3) Capitalized Non-Expendable Equipment

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

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @150.00 = \$900.00

\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ 10.00 Per Hour = \$100  
(This was approved by NRC in letter dated 3/6/95).

6) Consultants' Fee

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

7) Travel

| Start Date | Destination | Costs |
|------------|-------------|-------|
| 3/1/89     | Wash., DC   | \$200 |

INSTRUCTIONS FOR PREPARING  
COST INFORMATION FOR NRC CONTRACT VOUCHERS/INVOICES

**Preparation and Itemization of the Voucher/Invoice:** In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

**Official Agency Billing Office:** Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U.S. Nuclear Regulatory Commission, Division of Contracts, MS: T-7-I-2, Washington, DC 20555-0001.

Vouchers/invoices delivered by hand, including delivery by express mail or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U.S. Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike - Mail Room, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

**Payee's Name and Address.** Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice. The following guidance corresponds to the entries required on the sample form.

(a) **Contract Number.** Insert the NRC Contract number.

Task Order Number, if applicable. Insert the task order number.

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

(c) **Date of Voucher/Invoice.** Insert the date the voucher/invoice is prepared.

(d) **Fixed-Fee.** Insert total fixed-fee. Include this information as it applies to individual task orders as well.

(e) **Billing Period.** Insert the beginning and ending dates (day,



month, year) of the period during which costs were incurred and for which reimbursement is claimed.

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

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

| Labor Category | Hrs. Billed | Rate | Total | Cumulative Hrs. Billed |
|----------------|-------------|------|-------|------------------------|
|----------------|-------------|------|-------|------------------------|

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- (4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.
- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

| Start Date | Destination | Costs |
|------------|-------------|-------|
| From To    | From To     | \$    |

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

period.

- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.
- (g) Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.
- (h) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (i) Total Amount Billed. Insert the total amounts claimed for the current and cumulative periods.
- (j) Adjustments. For cumulative amount, include outstanding suspensions.
- (k) Grand Totals.

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

FEE RECOVERY BILLING REPORT

FIN: \_\_\_\_\_

Facility Name or Report Title:  
\_\_\_\_\_TAC or Inspection Report Number:  
\_\_\_\_\_

(or other unique identifier)

Docket Number (if applicable): \_\_\_\_\_

| Cost       | Period      | Fiscal Year   | Total         |                  |
|------------|-------------|---------------|---------------|------------------|
| Categories | Period Amt. | Cost Incurred | To Date Costs | Cumulative Costs |

Labor

Materials

Subcontractor/  
Consultant

Travel

Other (specify)

Common Costs

Total

Remarks: \_\_\_\_\_

## PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS

The Nuclear Regulatory Commission's (NRC) policy is to support the expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing staff view, an NRC decision or policy position, proposed or established agency practices or similar considerations. 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. 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. Subcontractor DPVs shall be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them. In the event sufficient funds are not available under the contract, the contractor shall first obtain authorization from the Contracting Office providing sufficient funds to cover the cost of preparing the DPV. With the exception of the above specified payment for eight hours work on a DPV, the contractor shall not be entitled to any additional compensation or additional work under its contract by virtue of the DPV submission.

Contract funds shall not be authorized to document an allegation in the following instances where the use of this NRC contractor DPV process is inappropriate. This process shall not be used for allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG); issues submitted anonymously; issues that are deemed by NRC to be frivolous or otherwise not in accordance with the policy underlying these procedures; or issues raised which have already been considered, addressed, or rejected, absent significant new information. Note that this procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC Office of the Inspector General or submit the information under NRC's Allegation Program, as appropriate.

Each DPV shall be submitted in writing and will be evaluated on its own merits.

### DPV PROCEDURE

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, Office of Administration.

## PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL

## VIEWS

The DPV, while being brief, shall contain the following as it relates to the subject matter of the contract: &L 10:14

- a summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.
- a description of the submitter's views and how they differ from any of the above items.
- 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.

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.

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.

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.

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.

SEP 30 1996

ASCA, Inc.  
ATTN: Dr. Jya-Syin Wu  
704 Silver Spur Road, Suite 203  
Rolling Hill Estates, CA 90274

Dear Dr. Wu:

SUBJECT: CONTRACT NO. NRC-04-96-075

Enclosed is one executed copy of the subject contract for your records.

Leo Beltracchi has been designated to serve as Project Officer under this contract and may be reached on (301) 415-6558. The Project Officer's responsibilities and extent of authority are contained in Section G of the contract. Deborah Neff is the Contract Specialist for this contract and can be reached on (301) 415-8160.

If you have any questions regarding this letter please contact, Deborah Neff, Contract Specialist, on (301) 415-8160.

Sincerely,

Mary H. Mace, Contracting Officer  
Technical Acquisition Branch No. 1  
Division of Contracts  
Office of Administration

Enclosure:  
Contract No. NRC-04-96-075

Distribution:  
TAB1 r/f  
DC r/f  
MMace r/f  
DNeff r/f  
MRiggs, RES  
LBeltracchi, PO

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| NAME: | DNeff | MMace |
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| DATE: | 9/11/96 | 9/11/96 |
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