

## AWARD/CONTRACT

Page 1 of 2

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING
2. CONTRACT NO. NRC-03-95-026	3. EFFECTIVE DATE 8/14/95	4. REQUISITION/PROJECT NO. NRR-95-026
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. of Contracts Technical Acquisition Br. No.2 Two White Flint North - MS T-712 Washington, D.C. 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Technical Acquisition Br. No.2 Two White Flint North - MS T712 Washington, D.C. 20555
7. NAME AND ADDRESS OF CONTRACTOR Scientech 11140 Rockville Pike Suite 500 Rockville, Maryland 20852  Principal Investigator/Technical Contact: M. David Telephone No: (301) 468-6425		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)  9. DISCOUNT FOR PROMPT PAYMENT n/a
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		
11. SHIP TO/MARK FOR n/a	CODE	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, D.C. 20555
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 520-15-11-20-0 \$260,000 J-2311-5(DE) 520-15-11-20-0 \$640,000 J-2313-5 (DSSA) 520-15-12-10-0 \$50,000 J2312-5(DE) 520-15-12-10-0 \$ 50,000 J-2314-5 (DSSA) APPN no. 31X0200.520		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT The Nuclear Regulatory Commission hereby accepts Scientech's offer dated October 18, 1994 and as revised dated June 7, 1995 to perform the services specified in Section C. This is an indefinite quantity task order type contract.
15G. TOTAL AMOUNT OF CONTRACT		\$6,264,750.00

EXCEPTION TO STANDARD FORM SF26 (REV.4-85)  
FAR(48 CFR) 53.214(a)

Prescribed by GSA

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X SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

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

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

19A. NAME AND TITLE OF SIGNER

(Type or print)

DOUGLAS A. KNIGHT  
CONTRACTS MANAGER

19B. NAME OF CONTRACTOR  
by Sciencetech, Inc.  
(Signature of person authorized to sign)

20A. NAME OF CONTRACTING OFFICER

ROBERT B. WEBBER

20B. UNITED STATES OF AMERICA  
by Robert B. Webber  
(Signature of Contracting Officer)

19C. DATE SIGNED

20C. DATE SIGNED

8/11/95

# TABLE OF CONTENTS

PAGE

## AWARD/CONTRACT

PART I - THE SCHEDULE . . . . .	3
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	3
B.1 PROJECT TITLE . . . . .	3
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) . . . . .	3
ALTERNATE 1 (JUN 1988)	
B.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989) .	3
ALTERNATE 1 (JUN 1991) BASE PERIOD	
B.4 CONSIDERATION AND OBLIGATION -- TASK ORDERS (AUG 1989)	4
ALTERNATE 1 (JUN 1991) OPTION YEAR 1	
B.5 CONSIDERATION AND OBLIGATION -- TASK ORDERS (AUG 1989)	4
ALTERNATE 1 (JUN 1991) OPTION YEAR TWO	
B.6 MINIMUM AND MAXIMUM QUANTITIES . . . . .	4
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT . . . . .	7
C.1 STATEMENT OF WORK . . . . .	7
C.2 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993) . . . . .	12
SECTION D - PACKAGING AND MARKING . . . . .	13
D.1 PACKAGING AND MARKING (MAR 1987) . . . . .	13
SECTION E - INSPECTION AND ACCEPTANCE . . . . .	14
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	14
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) . . . . .	14
SECTION F - DELIVERIES OR PERFORMANCE . . . . .	15
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	15
F.2 REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS	15
F.3 PLACE OF DELIVERY--REPORTS (JUN 1988) . . . . .	20
F.4 DURATION OF CONTRACT PERIOD (MAR 1987) . . . . .	20
ALTERNATE 4 (JUN 1988)	
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	21
G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY . . . . .	21
(JAN 1993)	
G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT . . . . .	23
- ALTERNATE 1 (JAN 1993)	
G.3 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993) . . . . .	24
G.4 NRCAR 2052.216-74 TASK ORDER PROCEDURES (JAN 1993) . . . . .	25
G.5 NRCAR 2052.216-75 ACCELERATED TASK ORDER PROCEDURES (JA	26
G.6 USE OF AUTOMATED CLEARING HOUSE (ACH) . . . . .	27
ELECTRONIC PAYMENT	
SECTION H - SPECIAL CONTRACT REQUIREMENTS . . . . .	28
H.1 SITE ACCESS BADGE PROCEDURES (FEB 1995) . . . . .	28
H.2 NRCAR 2052.204-71 SITE ACCESS BADGE . . . . .	29
REQUIREMENTS (JAN 1993)	

	TABLE OF CONTENTS	PAGE
H.3	NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL . . . . . CONFLICTS OF INTEREST (JAN 1993)	29
H.4	NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993) . . . . .	34
H.5	NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN	35
H.6	NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE . . . . . PROTECTION (JAN 1993)	35
H.7	GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)	36
H.8	LICENSE FEE RECOVERY COSTS (APR 1992) . . . . .	36
H.9	CONTRACT SECURITY REQUIREMENTS FOR UNESCORTED ACCESS . TO NUCLEAR POWER PLANTS (FEB 1995)	36
PART II	- CONTRACT CLAUSES . . . . .	40
SECTION I	- CONTRACT CLAUSES . . . . .	40
I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	40
I.2	52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT . INTEGRITY--MODIFICATION (NOV 1990)	42
I.3	52.216-18 ORDERING (APR 1984) . . . . .	44
I.4	52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984) . . .	44
I.5	52.216-22 INDEFINITE QUANTITY (APR 1984) . . . . .	45
I.6	52.217-9 OPTION TO EXTEND THE TERM OF THE . . . . . CONTRACT (MAR 1989)	46
PART III	- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . .	47
SECTION J	- LIST OF ATTACHMENTS . . . . .	47
J.1	ATTACHMENTS (MAR 1987) . . . . .	47



**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

Acquisition of Technical Assistance in Support of the  
Systems and Engineering Programs and Activities of the  
Office of Nuclear Reactor Regulation

[End of Clause]

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

(a) Brief description of work:

The Contractor shall provide technical expertise to assist the Division of Systems Safety and Analysis (DSSA) and the Division of Engineering (DE) in accomplishing their missions and associated programs and activities as described in the Statement of Work.

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

[End of Clause]

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

- (a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$6,264,750. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.
- (b) The guaranteed minimum obligated by the Government under this contract is \$1,000,000.00.
- (c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost

**B.3 (Continued)**

for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

[End of Clause]

**B.4 CONSIDERATION AND OBLIGATION -- TASK ORDERS (AUG 1989)  
ALTERNATE 1 (JUN 1991) OPTION YEAR 1**

- (a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$2,178,878. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.
- (b) The total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

[End of Clause]

**B.5 CONSIDERATION AND OBLIGATION -- TASK ORDERS (AUG 1989)  
ALTERNATE 1 (JUN 1991) OPTION YEAR TWO**

- (a) The maximum ordering limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$2,288,908. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.
- (b) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

[End of Clause]

**B.6 MINIMUM AND MAXIMUM QUANTITIES**

It is anticipated that approximately 20 task orders will be issued each year of the three-year base period of performance and that approximately 10 task orders will be issued each year of the two twelve-month option years. The minimum quantity that the Government will order and the Contractor shall furnish will be at least 15% of the mutually agreed upon ceiling amount of the Base Period of the contract. The maximum quantity the Government will

**B.6 (Continued)**

order and the Contractor shall furnish is the mutually agreed upon ceiling amount of the resultant contract. (Reference also the above Articles on Ordering and Indefinite Quantity contracts.)

[End of Clause]

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 STATEMENT OF WORK****C.1.1 Background**

(a) The Office of Nuclear Reactor Regulation (NRR) is a major program office of the NRC that is responsible for the licensing and regulatory oversight of nuclear power reactors and nonpower research reactors in the civilian sector. NRR implements regulations and develops and implements policies, programs, and procedures pertaining to all aspects of licensing and inspection of these facilities. NRR's involvement covers a wide range of activities that include the review of applications for construction permits and operating licenses for new reactors, and the development of programs to guide region-based inspections from the outset of plant construction throughout the facility's eventual operating lifetime - leading to issuance of permits or licenses, and licensing actions processed thereafter. NRR identifies and takes action regarding conditions and licensee performance that may adversely affect public health and safety, the environment, or the safeguarding of nuclear reactor facilities, and assesses and recommends or takes action regarding incidents or accidents. NRR also provides special assistance as required in matters involving reactor facilities exempt from licensing, guidance, and implementation direction. A detailed description of the program areas under which both DSSA and DE conduct their activities is provided in Attachment 6 to Section J.

(b) NRR functions through a matrix organization which consists of an Associate Directorate for Projects (ADP) and an Associate Directorate for Inspection and Technical Assessment (ADT). The projects organization works in conjunction with the technical review organization to obtain technical expertise and positions on licensing actions and technical issues. The ADT consists of four technical divisions. This contract is to support the programs and activities of two of these divisions: the Division of Systems Safety and Analysis (DSSA), and the Division of Engineering (DE).

**C.1.1.2 DE Responsibilities**

(a) DE is responsible for performing safety reviews, evaluations and in-depth analyses of the civil, geotechnical, mechanical, materials, chemical and electrical engineering aspects of nuclear power plant licensing and license maintenance. This work is performed under the cognizance of four branches: the Civil Engineering and Geosciences Branch (ECGB), the Mechanical Engineering Branch (EMEB), the Materials and Chemical Engineering Branch (EMCB), and the Electrical Engineering Branch (EELB).

## C.1 (Continued)

(b) Specifically, the ECEB is responsible for evaluation of the technical areas related but not limited to the civil and geoscience (geologic, seismologic, hydrologic, meteorologic) aspects of nuclear plant siting as well as structural aspects including containment integrity, definition and response of structures to seismic and dynamic loads, seismic design, soil-structure interaction, wind and tornado loads, and missile impact effect, foundation stability, ground water monitoring, precipitation and flood monitoring. The ECEB is responsible for evaluating integrity issues related to design, operation, and maintenance of mechanical components such as pumps, valves, reactor vessel and internals, piping, pipe supports, diesel generators, turbines and heat exchangers. ECEB also reviews the dynamic qualification of mechanical and electrical equipment, and the inservice testing of pumps and valves. ECEB is responsible for evaluating issues relating to pipe cracks, reactor vessel materials, steam generator tube degradation, stress corrosion of component materials, high strength bolting of components, material fabrication problems, fracture toughness evaluation and upper-shelf energy of reactor vessels. The ECEB is responsible for evaluation of issues related to the design and operation of offsite power grid systems with regard to interrelationships between the nuclear unit, the utility grid, and interconnecting grids, the functional performance, design and operation of on-site power systems, and the interface between the offsite and on-site power systems.

## C.1.1.3 DSSA Responsibilities

(a) DSSA is responsible for performing systems-related safety evaluations, probabilistic safety assessments, and severe accident evaluations. DSSA also performs computer-related analytical support services for licensing reviews for operating reactors and advanced reactors designs. This work is carried out under the cognizance of four branches and a special technical group: Reactor Systems Branch (SRXB), Plant Systems Branch (SPLB), Containment Systems and Severe Accident Branch (SCSB), the Probabilistic Safety Assessment Branch (SPSB), and the computational analytical support group (SASG).

(b) Specifically, SRXB reviews and evaluates nuclear reactor systems, functional performance requirements, including integrated systems performance and issues regarding core physics, fuel behavior, core thermal-hydraulic performance, reactor response to transients and design basis accidents. SPLB reviews and evaluates functional performance requirements of essential nuclear power plant auxiliary and support systems, reactor containment and associated support systems and design features, including the review of new and spent fuel storage, issues related to spent fuel pool cooling, fire protection, equipment qualification, and post



**C.1 (Continued)**

fire safe shutdown. SCSB reviews and evaluates process design parameters, and reactor performance with respect to thermal-hydraulic systems under all accident and transient conditions including issues related to containment design basis, i.e., containment isolation, leak testing, and suppression pool dynamic loading. SCSB also reviews severe accident issues for operating reactors and advanced reactor designs. SPSB develops guidance for applying probabilistic risk assessments (PRA) to decisions on plant performance, technical specifications, licensing actions and other applications, and reviews PRA aspects of standardized reactor design certification submittals. SASG performs computer related analytical support services for licensing reviews for operating and advanced reactors.

**C.1.2 Contract Objective**

The Contractor shall provide personnel with a wide range of technical and scientific disciplines on a task-ordering basis to assist the NRC's DE and DSSA staff to accomplish their work-related activities aimed at ensuring the overall safety and adequacy of nuclear power plant design, construction, operations, maintenance, and inspection.

**C.1.3 Work Requirements**

(a) The Contractor's personnel shall be responsible for assisting DSSA and DE staff with work activities which support divisions' goals and planned accomplishments as discussed in the Technical Program Areas found in Attachment 6 to Section J.

(b) All work will be ordered on a task-ordering basis in accordance with the Task Ordering procedures found in Section G, Articles G.4 and G.5. It is likely that a number of task orders may be in place simultaneously. The completion schedule will be determined for each task order when the task order is issued.

(c) Contractor assistance is required for, but not limited to the following:

1. Performing thermal hydraulic and neutronic calculations to assess plant specific and multi-plant issues associated with normal operation, transient and accident conditions. Computer codes such as RELAP and TRAC will be utilized to evaluate plant response to postulated scenarios or to evaluate licensee submittals. Assistance in the assessments of the adequacy of licensee or vendor evaluations will also be performed.

2. Conducting studies involving the gathering and collection of data and information, data analysis and synthesis, and production of reports and other referenceable documents and/or computer files.

## C.1 (Continued)

3. Reviewing and evaluating submittals (technical reports, safety analyses, topical reports, and similar documents for new license applications and extensions, and modifications to licenses); preparing requests for additional information (RAIs); attending meetings with licensees/vendors at NRC HQ, plant sites; preparing Technical Evaluation Reports.
4. Preparing input to inspection plans and participating in inspection planning meetings; participating as an inspection team member in the areas designated; participating in entrance/exit meetings; preparing input for such meetings; preparing input to the inspection report; responding to follow-up questions pertaining to the areas inspected.
5. Preparing and traveling to a plant site(s) to assess an event(s); participating in meetings to assess the cause of the events and providing recommendations concerning the effects on plant safety at the plant where the event occurred as well as potential effect at other facilities performing follow-up assessments and root-cause analysis; and preparing technical reports of causes and recommending solution(s).

Performance under such a task may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI) by only a limited number of Contractor personnel. Those limited number of Contractor personnel assigned to such a task shall comply with the provisions of the Section H clause, "Contract Security Requirements for Unescorted Access to Nuclear Power Plants". If the Contractor's personnel cannot receive the required clearances prior to performance of the task, the NRC will escort them until they receive their clearance. The NRC recognizes that it is the NRC's responsibility to place task orders requiring the clearances under the referenced clause sufficiently in advance to get all required clearances processed.

6. Performing reliability and probabilistic risk assessments and sensitivity studies to assess impact on plant safety for plant-specific and multi-plant issues, applying the results of such analysis to the regulatory process; and assisting in efforts to elevate the use of PRA in all regulatory matters to the extent supported by the state of the art in terms of methods and data.
7. Reviewing, evaluating, and investigating allegations to identify whether NRC regulations have been violated, and preparing technical reports of findings.
8. Performing assessments of technical programs and associated

**C.1 (Continued)**

database systems, collecting data, developing databases and/or computer software and/or enhancements to existing systems, installing software, developing user manuals, providing hands-on training and written documentation, performing independent verification and validation and providing maintenance of the systems (i.e. the Construction Inspection Management Database, the Standard Review Plan Update and Development, and the Environmental Qualification of Electrical Equipment Database).

9. Providing expert testimony on problems, issues, and allegations at public hearings and other similar events.

**C.1.4 Personnel Qualifications**

(a) All personnel performing work under this contract shall have pertinent technical experience by discipline including Principal Investigators and team members for the performance of task orders and in accordance with the description of Technical Qualifications for Contractor Personnel identified in Attachment 7 to Section J.

(b) In each of the Technical Qualifications areas listed in Attachment 6, the Contractor shall be capable of providing at least one Senior Technical Expert with the capability to address highly complex issues. Such Senior Expert(s) shall be considered key personnel and are considered to be critical to this contract. Removal of these personnel from the contract shall be performed in accordance with the Key Personnel Clause in Section H.

(c) Other personnel (engineers/scientists) shall have to possess experience in technical areas related to U.S. nuclear reactor design, construction, operation, maintenance, and inspection. Emphasis is placed on experience that is with an A/E or NSSS organization with respect to judgements made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed.

(d) The Contractor shall provide a Program Manager who shall also be considered as key personnel under the contract. The Contractor's Program Manager shall have the following responsibilities:

- (1) Oversight responsibility for all task orders placed under any resulting contract;
- (2) Oversight responsibility for the efforts of the contractor's team assembled for each task order placed under any resulting contract;
- (3) Performance of other project management duties necessary for successful completion of task orders and overall contract

**C.1 (Continued)**

requirements;

(4) Ensuring the quality of deliverables so that all information and data are accurate and complete. In addition, the Program Manager shall be responsible for assuring that NRC work is performed adequately and the contractor's methods and approaches of executing the work are integrated to include all the appropriate and relevant technical disciplines.

**C.1.5 MEETINGS AND TRAVEL**

Specific meeting and travel requirements will be identified in the specific task order statements of work. Travel approvals are required in accordance with Article C.2.

**C.1.6 NRC-FURNISHED MATERIALS**

Any reports, documents, equipment, and other materials that the contractor will require to perform the work will be stated in the "Work Requirements" section of the task order statement of work, along with the person to whom they were or will be sent and when they were or will be sent.

**C.1.7 OTHER APPLICABLE INFORMATION**

Each task order will specify whether or not it is directly license fee recoverable work.

[End of Clause]

**C.2 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)**

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[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
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	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
52.212-13	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

## F.2 REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS

## F.2.1. MONTHLY BUSINESS LETTER REPORT REQUIREMENTS

A Monthly Business Letter Report (MBLR) will be submitted by the 15th of each month to the Technical Assistance Project Manager, Technical Assistance Management Section, NRR, and to the Technical Monitor for each Task Order. A copy is to be provided to the Contracting Officer, Division of Contracts, NRC.

Each report will contain four sections as described below. Information in Section F.2.2 and F.2.3 will be provided for each task order.

## F.2.2 WORK PROGRESS STATUS SECTION

## a. Task Order Identification Information

- The JCN, the task order number and title.
- The Principle Investigator(s) and telephone number(s).
- The NRC Technical Monitor(s) and telephone number(s).
- The Authorized Ceiling amount for the task order.
- The total cost for the period and cumulative to date;

Task	Completion Date	Completion Date
Provide a brief summary of the work; reports or travel.	The day, month, and year scheduled for completion, or time-frame if a date is not known or projected.	The revised day, month and year based on a change. The reason for the change must be given in the "Problem/Resolution" section below.

c. Work Performed During the Period

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

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

d. Problem/Resolution

- All problems encountered during the period should be clearly and succinctly identified and stated. Then, the resolution or the proposed solution should be briefly described. It should be clearly evident, from a reading of the description, who has the action to resolve the problem, should it still exist at the time the report is written.
- Notwithstanding type status of the problem at the time the MBLR is written, a problems should be recorded in the "Problem/Resolution" section of the MBLR for documentation/historical purposes. If the problem still exists in a subsequent month, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.
- Problems or circumstances that require a change in the level of effort/costs, scope, or travel requirements are to be described in the MBLRs for documentatio purposes but are to be dealt with separately in a letter addressed and sent to the NRC Contracting Officer with a copy to the NRR Project Manager.

e. Plans for Next Period

Provide a brief description of the work to be performed/accomplished during the next reporting period. If a milestone is expected to be completed during the next report period, so state.

### F.2.3 FINANCIAL STATUS SECTION

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

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

- b. For each JCN, provide the following summary table:

JCN: X-XXXX

Total Obligations to Date	\$
Incremental Funding	\$
Total Costs to Date	\$
Balance	\$

Tasks	Authorized Ceiling	Cost to Date
X X	\$	\$
X X	\$	\$
Totals	\$	\$

- c. Provide the following information:

Total Contract Ceiling	Total Obligations To Date	Percent of Contract Ceiling
------------------------	---------------------------	-----------------------------

#### F.2.4 MONTHLY EXPENSE FORECAST

A Contractor Spending Plan (CSP) shall be completed for each task order expected to exceed \$25,000 and for which the period of performance is expected to exceed 6 months. See Attachment No. 3, CSP Instructions.

#### F.2.5 DELIVERABLES DURING PERIOD

A table should summarize the deliverables submitted during the period in the following format:

JCN	T.O.#	TAC/Inspect Report	Type of Report	Title of Submittal
-----	-------	--------------------	----------------	--------------------

#### F.2.6 TECHNICAL REPORTING REQUIREMENTS

Technical reporting requirements will be specified to each task order. Some reports may be submitted in the form of computer files or on computer diskettes

- a. Technical reporting requirements and other deliverables will consist of:

1. Identifying to whom the report is addressed, who should



be on distribution, and how many copies each addressee should receive.

2. The type of report that is to be prepared, i.e.:

- Technical Evaluation Report (TER). Requests for this type of report are made when a formal report is required but the distribution is limited. In NRR, a TE is usually associated with "Licensing Actions: where a staff safety evaluation report (SER) will incorporate the TER by reference.
- NUREG/ER 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 Project Manager for processing. For further information, refer to Management Directive 3.8 (formerly NRC Manual Chapter 3202).
- Trip Report: In general, every trip for which results are not directly incorporated into either of the above two types of reports, except for inspections (see paragraph below), should be documented in a short, concise trip report.
- Technical Letter Report: All other reports and documents and other information (e.g., requests for additional information (RAIs), 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 as or under the cover of a "Technical Letter Report."

3. The format and content of each report will be specified. The report should reference the contract number, the Financial Identification Number (FIN), the task order assignment number, and the Technical Assignment Control (TAC) or inspection report number, as applicable. Other sections such as "Abstract," "Executive Summary," "References," and any appendices will be specified.

4. If draft reports are required, the number of drafts expected will be stated.

5. If proprietary or other sensitive information will be included in the report the means of handling this information will be specified.

Presentations or publication in the open literature of papers or

data based on reports already approved for publication by NRC as final reports do not require NRC approval. Conversely, any document containing predecisional or draft material must be approved by NRC prior to release. Management Directive 3.8 (formerly NRC Manual Chapter 3202) provides further information. Requests for NRC approval for other than approved reports are to be forwarded to the Project Officer for coordination and NRC approval.

[End of Clause]

**F.3 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 (2 copies)

U.S. NUCLEAR REGULATORY COMMISSION  
OFFICE OF NUCLEAR REACTOR REGULATION  
11555 ROCKVILLE PIKE  
ROCKVILLE, MARYLAND 20852  
MAIL STOP - GRENIER - MS-7H24 RUTH - MS-12H10

(b) Contracting Officer (1 copy)

[End of Clause]

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

The ordering period for this contract shall commence on August 14, 1995 and will expire on August 13, 1998. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein (See 52.216-18 - Ordering). The term of this contract may be extended at the option of the Government for an additional two one- year option periods.

[End of Clause]

## 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: BERNARD GRENIER-DE LARRY RUTH-DSSA

Address: U.S. NUCLEAR REGULATORY COMMISSION  
OFFICE OF NUCLEAR REACTOR REGULATION  
11555 ROCKVILLE PIKE  
ROCKVILLE, MARYLAND 20852  
MAIL STOPS - GRENIER-7H24 RUTH-12H10

Telephone Number: GRENIER 415-2726 RUTH 415-1211

- (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 thereto 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 2052.215-82 TRAVEL REIMBURSEMENT  
- ALTERNATE 1 (JAN 1993)

- (a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (b) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.



## G.2 (Continued)

(End of Clause)

## G.3 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	COST BASE	APPLICABLE PERIOD
FRINGE BENEFITS	-	36.01%	DIRECT LABOR	AWARD - 1/31/96
		36.08%	DIRECT LABOR	2/1/96 - 1/31/97
ON-SITE OVERHEAD	-	54.31%	LABOR + F.B.	AWARD - 1/31/96
		53.26%	LABOR + F.B.	2/1/96 - 1/31/97
OFF-SITE OVERHEAD	-	12.29%	LABOR + F.B.	AWARD - 1/31/96
		11.41%	LABOR + F.B.	2/1/96 - 1/31/97
G&A	-	7.56%	TOTAL COST	AWARD - 1/31/96
		7.03%	TOTAL COST	2/1/96 - 1/31/97
FCCOM-OVERHEAD	-	.00285		AWARD - 1/31/96
		.00241		2/1/96 - 1/31/97
FCCOM-G&A	-	.00182		AWARD - 1/31/96
		.00161		2/1/96 - 1/31/97

- (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 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

[End of Clause]

**G.4 NRCAR 2052.216-74 TASK ORDER PROCEDURES (JAN 1993)**

- (a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORP) which includes 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 proposal. By the date specified in the TORP, the contractor shall deliver to the contracting officer a written proposal that provides the following technical and cost information, as appropriate:

- (1) Technical proposal content;

- (i) A discussion of the scope of work requirements to substantiate the contractor's understanding of the requirements of the task order and the contractor's proposed method of approach to meet the objective of the order.
- (ii) Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience, and a list of any pertinent publications authored by the individual.
- (iii) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.
- (iv) Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the task order.

- (2) Cost proposal. The contractor's cost proposal for each task order must be prepared using Standard Form 1411, Contract Pricing Proposal cover sheet. A copy of the form and instructions are attached to this contract. Each task order cost proposal must be fully supported by cost

**G.4 (Continued)**

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.

- (c) 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]

**G.5 NRCAR 2052.216-75 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

## G.5 (Continued)

(End of Clause)

G.6 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT

It is the policy of the 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".

To receive payment by Vendor express, the contractor shall complete the "Company Information" portion of the 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, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555, ATTN: ACH/Vendor Express. 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 offeror/bidder has questions concerning ACH/Vendor Express, he/she may call the Commercial Payments staff at (301) 415-7520.

[End of Clause]

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 SITE ACCESS BADGE PROCEDURES (FEB 1995)**

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

Within ten working days after award of a contract, execution of a modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The contractor representative will submit the documents to the Project Officer who will give them to the Division of Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until



**H.1 (Continued)**

permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the Project Officer, who, in turn, will advise the Division of Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the contractor to obtain and return to the Division of Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

[End of Clause]

**H.2 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

**H.3 NRCAR 2052.209-73 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.



**H.3 (Continued)**

(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.

## H.3 (Continued)

- (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, 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

**H.3 (Continued)**

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.

## H.3 (Continued)

- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.
  - (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

**H.4 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:

M. DAVID    B. SINGH    M. PRABHAKARA    J. MILLER  
E. TITLAND    S. POPE    D. PRELEWICZ    R. TEDESCO  
K. ELLIOTT    A. BAIONE    F. QUINN    J. MEYER

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

[End of Clause]



**H.5 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 conclusions 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.6 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.

[End of Clause]



**H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED  
(JUN 1988)**

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

[End of Clause]

**H.8 LICENSE FEE RECOVERY COSTS (APR 1992)**

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

[End of Clause]

**H.9 CONTRACT SECURITY REQUIREMENTS FOR UNESCORTED ACCESS  
TO NUCLEAR POWER PLANTS (FEB 1995)**

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. Temporary Approval**

- (a) The contractor shall submit the following information to the NRC Division of Security (SEC) through the NRC Project Officer within thirty (30) calendar days following contract award, modification, or proposal of new personnel for contract tasks requiring unescorted access: a completed Personnel Security Forms Packet, including an SF-86, "Questionnaire for Sensitive Positions (For National Security);" copies of the contractor's five-year employment and education history checks, including verification of 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. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, shall 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.

Or,

**H.9 (Continued)**

- (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, SEC will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, SEC will determine the individual's eligibility for temporary access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM.

**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 for the life of the contract, 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 SEC. 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, SEC will attempt to obtain a security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, SEC will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in Section B above may involve a National Agency Check with Inquiries and Credit (NACIC) or other investigation as deemed necessary by SEC 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.

The contractor shall submit to SEC through the Project Officer for each contractor individual submitted/approved for access under the provisions of Sections A and B above, a signed NRC form 570,

**H.9 (Continued)**

"Access Authorization Acknowledgment" from the individual that he or she understands his or her responsibility to report to the NRC, Division of Security, Personnel Security Branch, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria".

Access to unclassified power reactor Safeguards Information (SGI) not also involving unescorted access to protected and vital areas of nuclear power plants will require the submission of a completed Personnel Security Forms Packet to SEC through the Project Officer and may require a National Agency Check (NAC) or other investigation deemed necessary by the NRC in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3 which is incorporated into this contract by reference as though 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 Exhibit 11, Management Directive 12.3.

Based on the review of the applicant's security forms by SEC 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 SEC 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.

H.9 (Continued)

[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	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 1995
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1994
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	FEB 1995
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.216-8	FIXED FEE	APR 1984

## I.1 (Continued)

NUMBER	TITLE	DATE
52.217-1	LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS	APR 1984
52.217-2	CANCELLATION OF ITEMS Alternate I (APR 1984)	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-9	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	FEB 1995
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1989
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.220-4	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	APR 1984
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	NOV 1993
52.230-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS	FEB 1995
52.232-17	INTEREST	JAN 1991
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994



## I.1 (Continued)

NUMBER	TITLE	DATE
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	MAR 1994
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	JUN 1985
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	FEB 1995
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
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 (NOV 1990)

- (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 modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] \_\_\_\_\_, 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),

## I.2 (Continued)

(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] \_\_\_\_\_ 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)

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

\_\_\_\_\_  
[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

**I.2 (Continued)**

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 52.216-18 ORDERING (APR 1984)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through contract expiration date.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

**I.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, 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 the mutually agreed upon ceiling amount of the contract;

**I.4 (Continued)**

- (2) Any order for a combination of items in excess of the mutually agreed upon ceiling amount of the contract; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (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) above.
- (d) Notwithstanding paragraphs (b) and (c) above, 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 15 calendar 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.

[End of Clause]

**I.5 52.216-22 INDEFINITE QUANTITY (APR 1984)**

- (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 Delivery-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

**I.5 (Continued)**

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 3 months after the contract expiration date..

[End of Clause]

**I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 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 provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 YEARS.

[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 Contractor Organizational Conflicts of Interest
03	NRC Handbook 3.8
04	Contractor Spending Plan (CSP) Instructions
05	Subcontracting Plan
06	Detailed Description of the Program Areas for both DSSA and DE
07	Technical Qualifications for Contractor Personnel



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. A sample voucher/invoice is provided for your reference. **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 and Property Management  
Contract Administration Branch, P-902  
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 locations:

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 and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 of 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.

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchase and Services Other than Personal" (see Enclosure 1). The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions form preparation and itemization of the voucher/invoice are included with the sample form (See Enclosure 2).

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 (p) of the attached instructions, together with appropriate supporting information (see Enclosure 3 for a sample of support information).

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 Enclosure 4. 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 carryout the program. Common costs include costs associated with the following: preparatory or startup 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 to the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

INSTRUCTIONS FOR PREPARING  
COST INFORMATION FOR NRC CONTRACTS

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 and Property Management, P-902, Washington, DC 20555.

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, 1155 Rockville Pike, 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 and Property Management.

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.

- (a) Contract Number. Insert the NRC contract number  
Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name as designated in the contract.

- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.
- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (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 claimed.
- (i) Direct Costs - Insert the major cost elements:

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

Labor Category	Labor Hrs. Negotiated	Hrs. Billed	Rate	Total	Cumulative Hrs. Billed
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- (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) Direct Equipment. For education institutions, list each item costing \$500 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.
- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.
- (5) Premium Pay. This remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)



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

(7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

Date	Traveler	Destination	Purpose	Cost
From	To	From	To	\$

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

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

(j) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.

(k) 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.

(l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.

(m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

(n) Total Amounts Claimed. Insert the total amounts claimed for the current cumulative periods.

(o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.

(p) Grand Totals.

(1) Direct Labor - \$2400

Labor Category	Labor Hour Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
Senior Engineer 1	2400	100	\$14	\$1400	975
Engineer	1500	50	\$10	\$500	465
Computer Analyst	700	100	\$5	\$500	320
				\$2400	

(3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule)  
\$5,000

(4) Materials, Supplies & other Expendable Items

10 Radon Tubes @ \$110 = \$1100  
6 Pairs Electrostatic Gloves @ \$150 = \$900  
\$2000

(5) Premium Pay

Walter Murphy - 10 hours @ \$10 Per Hour = \$100  
(This was approved by NRC in letter dated 3/6/89)

(6) Consultants' Fee

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

(7) Travel

Date	Traveler	Destination	Purpose	Costs
From To		From To		
3/1/89 3/6/89	William King	Chicago Wash	Mtg. w/PO	\$200

BILLING INSTRUCTIONS

COST-REIMBURSEMENT

MONTHLY CONTRACTUAL COST SUMMARY REPORT FOR FEE BILLING

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

Facility Name or Report Title: \_\_\_\_\_

TAC or Inspection Report Number: \_\_\_\_\_  
(or other unique identifier)

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

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

Remarks:

NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION

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 which 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.

As used in §2009.570:

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 the small purchase threshold.

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:

(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 small purchases of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-73.

(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

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. since 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 §2052.209-72 must be included in solicitations and unsolicited proposals, (including those for task orders and 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.

(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 2052.209-73(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 §2052.290-73(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 A) it is not in the same technical area as the NRC work and B) the potential for technical bias by the contractor because of financial ties to

(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 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) For any waivers, the justification and approval documents must be placed in the NRC Public Document Room, 2120 L Street, NW. (Lower Level), Washington, DC.

**§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.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

NRC-03-95-026

PAGE OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

1

3. EFFECTIVE DATE

4/01/96

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO.  
(If applicable)

6. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Technical Acquisition Br. No. 2  
Washington, DC 20555

7. ADMINISTERED BY

(If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)

Scientech, Inc.  
11140 Rockville Pike, Suite 500  
Rockville, Maryland 20852

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NRC-03-95-026

10B. DATED (SEE ITEM 11)

8/11/95

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR Clause 52.243-2 CHANGES - COST REIMBURSEMENT
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
MUTUAL AGREEMENT OF PARTIES
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract No. NRC-03-95-026 is modified as stated on the attached page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Douglas A. Knight

Eastern Region Contracts Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ROBERT B. WEBBER  
CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

4/17/96

16B. UNITED STATES OF AMERICA

BY Robert B. Webber  
(Signature of Contracting Officer)

16C. DATE SIGNED

4/8/96

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

96-04240222 4PP

Contract No. NRC-03-95-026, Section H, entitled SPECIAL CONTRACT REQUIREMENTS, is hereby modified to include the following contract clause:

**H.10 SECURITY REQUIREMENTS FOR AUTOMATED DATA PROCESSING SERVICES:**

The contractor must identify all individuals performing work under this contract and identify the level of ADP approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of ADP approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

CONTRACT SECURITY REQUIREMENTS FOR ADP LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive automated information systems (ADP Level I). The ADP Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a Full Field Background Investigation (BI). The contractor shall submit through the Project Officer to the NRC Division of Security (SEC) within fifteen (15) calendar days following award of contract, execution of a modification, or proposal of new personnel for work to be performed under the contract, a completed Personnel Security Forms packet including a Questionnaire for Sensitive Positions (SF-86) for all personnel requiring the investigation. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2, Questionnaire for Sensitive Positions, which is required to be completed in private and submitted by the individual to



the contractor in a sealed envelope). Any questions regarding the individual's eligibility for ADP Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 11. As set forth in MD 12.3, based on SEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC sensitive automated information systems and data until a final determination is made of his/her eligibility under the provisions of MD 12.3, Exhibit 11.

CONTRACT SECURITY REQUIREMENTS FOR ADP LEVEL I cont.

In accordance with NRCAR 2052.204-70, "Security," ADP Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive automated information systems or remote development and/or analysis of sensitive automated information systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

CONTRACT SECURITY REQUIREMENTS FOR ADP LEVEL II

Performance under this contract will involve contractor personnel who remotely develop and/or analyze sensitive automated information systems and data or otherwise have access to such systems and data (ADP Level II). The ADP Level II involves responsibility for the direction, planning, design, operation, or maintenance of a computer system by an individual whose work is normally technically reviewed by an ADP I sensitivity level employee to ensure the integrity of the system; other positions involving a degree of access to a system that creates a significant potential for damage or personal gain but less than that of ADP Level I positions; and, all other computer or ADP positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a National Agency Check with Inquiries and Credit Investigation (NACIC). The contractor shall submit through the Project Officer to the NRC Division of Security within fifteen (15) calendar days following award of contract, execution of a modification, or



proposal of new personnel for work to be performed under the contract, a completed Personnel Security Forms packet including a Questionnaire for Sensitive Positions (SF-86) for all personnel requiring the investigation. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2, Questionnaire for Sensitive Positions, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope). Any questions regarding the individual's eligibility for ADP Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 11. As set forth in MD 12.3, based on SEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC sensitive automated information systems and data until a final determination is made of his/her eligibility under the provisions of MD 12.3, Exhibit 11.

#### CONTRACT SECURITY REQUIREMENTS FOR ADP LEVEL II (cont.)

In accordance with NRCAR 2052.204-70, "Security," ADP Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive automated information systems or remote development and/or analysis of sensitive automated information systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

#### CANCELLATION OR TERMINATION OF ADP ACCESS/REQUEST

When a request for investigation is to be withdrawn or cancelled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the NRC Division of Security 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 to the Project Officer who will forward the confirmation to the NRC Division of Security. Additionally, the Division of Security must be immediately notified when an individual no longer requires access to NRC sensitive automated information systems and data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access approval under the NRC Computer Personnel Security Program.

(End of Clause)

Section J List of Attachments is hereby modified to add Attachment 8 entitled, NRC Form 187, to the contract.