



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

JUN 02 1997

OFFERORS:

SUBJECT: REQUEST FOR PROPOSAL NO. RS-RES-97-056 ENTITLED, "TESTING GROUND-WATER FLOW AND TRANSPORT MODELS"

Your organization is requested to submit a technical and cost proposal in response to the requirement of this solicitation not later than 4:00 PM on July 3, 1997. Please submit two original signed copies of both the technical and cost proposal in response to this solicitation.

Your proposal must consist of two parts. The first part is your technical and management approach, and the second part of your proposal is your cost estimate. The cost proposal shall be prepared in accordance with the Standard Form 1411, Contract Pricing Proposal cover sheet and instructions, both of which are included with the solicitation.

For your assistance and guidance in preparation of your proposal, please refer to Section L entitled "Instructions, Conditions, and Notices to Offerors and Quoters." Specific instructions regarding your proposal presentation and format are also contained in Section L.

It is also requested that you complete one copy of the "Representations and Certifications and Other Statements of Offerors or Quoters" which is provided in Section K of the RFP.

Section I of the RFP includes the contract clauses which will be incorporated in the resultant contract (Section I). Some of these clauses may not be applicable depending on the final contract amount.

CAUTION - It should be noted that this solicitation does not commit the Government to pay any costs incurred in the submission of proposals or make necessary studies or designs for the preparation thereof, nor to procure or contract for the services in the enclosed Statement of Work. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement.

Your response to the subject solicitation should be sent to the U. S. Nuclear Regulatory Commission, Division of Contracts and Property Management, Attn: Sharlene McCubbin, Mail Stop T-712, Washington, DC 20555. Hand carried proposals should be addressed in accordance with the foregoing and delivered to 11545 Rockville Pike, Rockville, Maryland 20852. Please call 415-7427 from the reception areas for proposal pick-up.

0/1
DF02

LOWT

060006

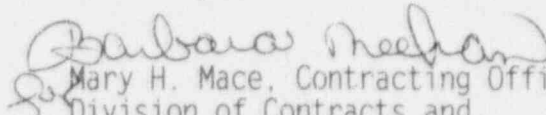
9706060294 970602
PDR CONTR
GENERAL PDR



The proposal shall be signed by an official authorized to bind the company, and it shall contain a statement indicating a proposal acceptance period of not less than 60 days.

Should you have any questions, contact Sharlene McCubbin of my staff on (301) 415-6565.

Sincerely,


Mary H. Mace, Contracting Officer
Division of Contracts and
Property Management
Office of Administration

Enclosure:
As stated

JUN 02 1997

OFFERORS:

SUBJECT: REQUEST FOR PROPOSAL NO. RS-RES-97-056 ENTITLED, "TESTING GROUND-WATER FLOW AND TRANSPORT MODELS"

Your organization is requested to submit a technical and cost proposal in response to the requirement of this solicitation not later than 4:00 PM on July 3, 1997. Please submit two original signed copies of both the technical and cost proposal in response to this solicitation.

Your proposal must consist of two parts. The first part is your technical and management approach, and the second part of your proposal is your cost estimate. The cost proposal shall be prepared in accordance with the Standard Form 1411, Contract Pricing Proposal cover sheet and instructions, both of which are included with the solicitation.

For your assistance and guidance in preparation of your proposal, please refer to Section L entitled "Instructions, Conditions, and Notices to Offerors and Quoters." Specific instructions regarding your proposal presentation and format are also contained in Section L.

It is also requested that you complete one copy of the "Representations and Certifications and Other Statements of Offerors or Quoters" which is provided in Section K of the RFP.

Section I of the RFP includes the contract clauses which will be incorporated in the resultant contract (Section I). Some of these clauses may not be applicable depending on the final contract amount.

CAUTION - It should be noted that this solicitation does not commit the Government to pay any costs incurred in the submission of proposals or make necessary studies or designs for the preparation thereof, nor to procure or contract for the services in the enclosed Statement of Work. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement.

Your response to the subject solicitation should be sent to the U. S. Nuclear Regulatory Commission, Division of Contracts and Property Management, Attn: Sharlene McCubbin, Mail Stop T-712, Washington, DC 20555. Hand carried proposals should be addressed in accordance with the foregoing and delivered to 11545 Rockville Pike, Rockville, Maryland 20852. Please call 415-7427 from the reception areas for proposal pick-up.

The proposal shall be signed by an official authorized to bind the company, and it shall contain a statement indicating a proposal acceptance period of not less than 60 days.

Should you have any questions, contact Sharlene McCubbin of my staff on (301) 415-6565.

Sincerely,

Mary H. Mace, Contracting Officer
Division of Contracts and
Property Management
Office of Administration

Enclosure:
As stated

DIST:
CMB1
MRiggs, RES
TNicholson, RES
RCady, RES
OGC

DOCUMENT NAME: p:\RES97056\RFP

To receive a copy of this document, indicate in the box: "C" = Copy without enclosures "E" = Copy with enclosures "N" = No copy

OFFICE	ADM/DC	<input checked="" type="checkbox"/> C	ADM/DC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAME	SMcCubbin:sm	<input checked="" type="checkbox"/> E	MHMace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DATE	06/02/97	<input checked="" type="checkbox"/> C	06/ 2 /97	<input type="checkbox"/>	06/ /97	<input type="checkbox"/>	06/ /97	<input type="checkbox"/>	06/ /97

OFFICIAL RECORD COPY

BIDDER'S MAILING LIST FOR
SOLICITATION NUMBER: RS-RES-97-056

COMPANY PHONE / FAX
(Large Businesses are Identified with an Asterisk)

DEPARTMENT OF CIVIL ENG.
DR. CHRISTOPHER J. DUFFY
COLLEGE OF ENG. (PENN STATE UNIV.)
212 SACKETT BUILDING
UNIVERSITY PARK, PA 16802

DEPT. OF HYDROLOGY & WATER RESOURCE
DR. RANDY BASSETT & DR. SHLOMO P.
#HEUMAN & DR. TIAN-CHYI J.YEH
UNIVERSITY OF ARIZONA
TUCSON, AZ 85720

INTERNATIONAL GROUND-WATER
MODELING CENTER
DR. PAUL VAN DER HEIJDE
COLORADO SCHOOL OF MINES
GOLDEN, CO 80401

MENDEN HALL LABORATORY
DR. FRANK SCHWARTZ/ OHIO STATE UNIV
125 S. OVAL MALL
DEPT OF GEOLOGICAL SCIENCES
COLUMBUS, OH 43210

NEW MEXICO INSTITUTE OF MINING &
TECH. DEPT OF GEOSCIENCES
DR. JOHN WILSON
SOCORRO, NM 87801

PRINCETON UNIVERSITY
DR. MICHAEL CELIA/.DR. ERIC WOOD
DEPT OF CIVIL ENG & OPER. RESEARCH
PRINCETON, NJ 08544

RALPH M. PARSONS LABORATORY
DR. D.B.McLAUGHLIN/& DR.L.W. GELHAR
DEPT OF CIVIL ENG.
MASS. INSTITUTE OF TECHNOLOGY
CAMBRIDGE, MA 02139

BIDDER'S MAILING LIST FOR
SOLICITATION NUMBER: RS-RES-97-056

COMPANY PHONE / FAX
(Large Businesses are Identified with an Asterisk)

STANDFORD UNIVERISTY
DR. D.FREYBERG/ DR. P. KITANIDIS
DEPT OF CIVIL ENG.
STANDFORD, CA 94305

STANDFORD UNIVERSITY
DR.STEVEN GORELICK
DEPT. OF APPLIED EARTH SCIENCES
STANDFORD, CA 94305

UNIV. OF CALIFORNIA AT DAVIS
DR. GRAHAM E. FOGG
HYDROLOGIC SCIENCE VEIHMAYER HALL
DAVIS, CA 95616

UNIVERSITY OF CALIFORNIA
DR. THOMAS McKOONE
GEOLOGY DEPARTMENT
BERKELEY, CA 94720

UNIVERSITY OF MICHIGAN
DR. LINDA ABRIOLA
DEPT OF CIVIL & ENV. ENG.
119 EWRE BUILDING
ANN ARBOR, MI 48109

UNIVERSITY OF MONTANA
DR. WILLIAM WOESSNER
GEOLOTY DEPARTMENT
MISSOULA, MT 59812

UNIVERSITY OF NAVADA AT RENO
DR.S. TYLER & DR. S. WHEATCRAFT
DESERT RESEARCH INSTITUTE
P.O.BOX 60220
RENO, NV 89506

UNIVERSITY OF VERMONT
DR. GEORGE F. PINDER
COLLEGE OF ENG. & MATHEMATICS
101 VOTEY BUILDING
BURLINGTON, VT 05405

BIDDER'S MAILING LIST FOR
SOLICITATION NUMBER: RS-RES-97-056

COMPANY	PHONE / FAX
(Large Businesses are Identified with an Asterisk)	

UNIVERSITY OF WISCONSIN
DR. MARY P. ANDERSON
DEPT. OF GEOLOGY & GEOPHYSICS
MADISON, WI 53706

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 71 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. RS-RES-97-056	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED JUL 2 1997	6. REQUISITION/PURCHASE NO. RES-97-056	
7. ISSUED BY ATTN:RS-RES-97-056 , Mail Stop T-7-I-2 U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contracts Management Branch 1 Washington, DC 20555		8. ADDRESS OFFER TO (If other than Item 7) (OR) HAND CARRY: 11545 ROCKVILLE PIKE, ROCKVILLE, MD 20852 ---NO DEPOSITORY---			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 4:00 p.m. local time July 3, 1997
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: -->	A. NAME Sharlene McCubbin	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 301-415-6565
-------------------------------	------------------------------	---

11. TABLE OF CONTENTS

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

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16 Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I Clause No. 52.232-8) -->	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
--	-----------------------	-----------------------	-----------------------	--------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	--

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (copies unless otherwise specified)->	ITEM
---	--	------

24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
--	------	-----------------------------	------

26. NAME OF CONTRACTING OFFICER (type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
---	--	----------------

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

TABLE OF CONTENTS

PAGE

PART I - THE SCHEDULE	2
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	2
B.1 PROJECT TITLE	2
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)	2
B.3 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT	2
(JUN 1988) ALTERNATE I (JUN 1988)	
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	3
C.1 SCOPE OF WORK	3
C.1.1 Background	3
C.1.2 OBJECTIVE	5
C.1.3 USER NEED	5
C.1.4 STATEMENT OF WORK	5
C.1.5 QUALITY ASSURANCE	9
C.1.6 RELATED RES PROJECTS	10
C.1.7 MEETINGS AND TRAVEL	10
C.1.8 REFERENCES:	11
C.2 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)	13
SECTION D - PACKAGING AND MARKING	14
D.1 PACKAGING AND MARKING (MAR 1987)	14
SECTION E - INSPECTION AND ACCEPTANCE	15
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	15
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)	15
SECTION F - DELIVERIES OR PERFORMANCE	16
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	16
F.2 NRCAR 2052.212-70 PREPARATION OF TECHNICAL	16
REPORTS (JAN 1993)	
F.2.1 REPORTING REQUIREMENTS	16
F.3 2052.212-72 FINANCIAL STATUS REPORT (DEC 1995)	18
F.4 DURATION OF CONTRACT PERIOD (MAR 1987)	20
ALTERNATE 4 (JUN 1988)	
F.5 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL	20
VIEWS (DPVs)	
F.5.1 DELIVERABLES SCHEDULE	21
SECTION G - CONTRACT ADMINISTRATION DATA	23
G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY	23
(JAN 1993)	
G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT	25
- ALTERNATE 1 (JAN 1993)	
G.3 NRCAR 2052.216-72 INDIRECT COST RATES	26
- ALTERNATE 1 (JAN 1993)	
G.3.1 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAY	26
SECTION H - SPECIAL CONTRACT REQUIREMENTS	28
H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL	28

	TABLE OF CONTENTS	PAGE
	CONFLICTS OF INTEREST (JAN 1993)	
H.2	NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)	32
H.3	NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN	33
H.4	GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED	33
	(JUN 1988)	
H.5	DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS	34
	CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)	
PART II	- CONTRACT CLAUSES	35
SECTION I	- CONTRACT CLAUSES	35
I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	35
I.2	52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	37
PART III	- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	39
SECTION J	- LIST OF ATTACHMENTS	39
J.1	ATTACHMENTS (MAR 1987)	39
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	40
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND	40
	OTHER STATEMENTS OF OFFERORS	
K.1	52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMEN	40
	TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	
K.2	52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)	41
K.3	52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)	42
K.4	52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERS	43
	NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)	
K.5	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	44
	PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	
	(MAR 1996)	
K.6	52.215-6 TYPE OF BUSINESS ORGANIZATION	45
	(JUL 1987)	
K.7	52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)	46
K.8	52.215-20 PLACE OF PERFORMANCE (APR 1984)	46
K.9	52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS	46
	(JAN 1997)	
K.10	52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES	48
	(APR 1984)	
K.11	52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	50
	(APR 1984)	
K.12	52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	50
K.13	52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)	50
K.14	52.230-1 COST ACCOUNTING STANDARDS NOTICES AND	51
	CERTIFICATION (APR 1996)	
K.15	NRCAR 2052.209-70 QUALIFICATIONS OF CONTRACT	54
	EMPLOYEES (JAN 1993)	
K.16	NRCAR 2052.209-71 CURRENT/FORMER AGENCY	54
	EMPLOYEE INVOLVEMENT (JAN 1993)	
K.17	NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL	55

TABLE OF CONTENTS

PAGE

CONFLICTS OF INTEREST (REPRESENTATION) (JAN 1993)

SECTION L -	INSTRUCTIONS, CONDITIONS, AND	57
	NOTICES TO OFFERORS	
L.1	52.252-1 SOLICITATION PROVISIONS INCORPORATED	57
	BY REFERENCE (JUN 1988)	
L.2	52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR . . .	57
	INFORMATION OTHER THAN COST OR PRICING DATA (JAN 1997)	
L.3	52.216-1 TYPE OF CONTRACT (APR 1984)	59
L.4	52.233-2 SERVICE OF PROTEST (AUG 1996)	59
L.5	NRCAR 2052.215-74 TIMELY RECEIPT OF PROPOSALS (JAN 1993)	60
L.6	NRCAR 2052.215-75 AWARD NOTIFICATION AND	60
	COMMITMENT OF PUBLIC FUNDS (JAN 1993)	
L.7	NRCAR 2052.215-76 DISPOSITION OF PROPOSALS	60
L.8	2052.215-77 PROPOSAL PRESENTATION AND FORMAT (DEC 1995)	61
L.9	NRCAR 2052.216-70 LEVEL OF EFFORT (JAN 1993)	66
L.10	NRCAR 2052.222-70 NONDISCRIMINATION BECAUSE	67
	OF AGE (JAN 1993)	
L.11	ACCEPTANCE PERIOD (MAR 1987)	67
L.12	ESTIMATED DURATION (JUN 1988)	67
L.13	USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC . . .	67
	PAYMENT/REMITTANCE ADDRESS	
SECTION M -	EVALUATION FACTORS FOR AWARD	69
M.1	52.252-1 SOLICITATION PROVISIONS INCORPORATED	69
	BY REFERENCE (JUN 1988)	
M.2	NRCAR 2052.215.84 CONTRACT AWARD AND EVALUATION . . .	69
	OF PROPOSALS - TECHNICAL MERIT MORE IMPORTANT	
	THAN COST (JAN 1993)	
M.3	EVALUATION CRITERIA	70

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

TESTING GROUND-WATER FLOW & TRANSPORT MODELS

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this effort is to develop a methodology for selecting and evaluating appropriate ground-water flow and transport models beginning with selection of conceptual models and ending in performance assessment.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT
(JUN 1988) ALTERNATE I (JUN 1988)

- (a) The total estimated cost to the Government for full performance under this contract is ____*____.
- (b) The amount presently obligated by the Government with respect to this contract is ____*____.
- (c) It is estimated that the amount currently allotted will cover performance through ____*____.

[End of Clause]

*To be incorporated into any resultant contract

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

Ground-water flow and transport analyses used in performance assessments (PAs) of high (HLW) and low-level radioactive waste (LLW) disposal sites, site decommissioning management plan (SDMP) reviews, and uranium recovery facilities rely upon simplified conceptual models of the site hydrogeology, boundary conditions and controlling flow and transport processes. To evaluate these simplified models, NRC staff participated in two international studies (e.g., the HYDROCOIN and INTRAVAL Projects) to determine the state-of-the-art in ground-water flow and transport modeling associated with PA. Results from these studies identified conceptual models as a major source of uncertainty in assessing the expected performance of a waste disposal site. Subsequently, the National Academy of Sciences convened a panel to further evaluate conceptual model uncertainty in conjunction with fracture characterization and fluid flow. Further work is needed to identify and test strategies for selecting and evaluating competing conceptual models.

Drawing from lessons learned in individual PA studies and in the INTRAVAL Project, the Nuclear Energy Agency (of the Organization for Economic Cooperation and Development) sponsored a workshop in November 1993 to address "The Role of Conceptual Models in Demonstrating Repository Post-Closure Safety." Conclusions from the workshop proceedings stated that "In performance assessment activities conceptual models must be used to translate field data and observations into geometrical representations and to represent physical and chemical processes considered to be important in order to make computational studies of radionuclide migration through the system of repository barriers" (NEA/OECD, 1995). The uncertainties inherent in choosing, quantifying and applying a particular conceptual model, and in the use of that model in predicting contaminant concentrations and later dose need to be assessed.

A National Research Council Committee on Fracture Characterization and Fluid Flow examined the issues of "How can fractures that are significant hydraulic conductors or barriers be identified, located and characterized?", and "How do flow and transport occur in fracture systems?" (National Research Council, 1996). Chapter 6 of the NRC report discusses field-scale flow and transport models focusing on conceptual models and their importance in estimating

C.1.1 (Continued)

solute transport. The National Research Council report concluded that "An inappropriate conceptual model can easily lead to predictions that are in error by orders of magnitude." In an earlier report (National Research Council, 1990), the National Research Council emphasized the need for development of modeling approaches "in decisionmaking, including methods for identifying and presenting uncertainty and for establishing the reliability of model results, . . . and development of new approaches for parameter estimation and of new measurement techniques." In order to determine uncertainties and reliability of these models, a methodology which provides the technical criteria for testing and evaluation is essential to integrate ground-water information from site characterization data and monitoring programs.

Progress has been reported in various approaches to systematic evaluation and testing of ground-water modeling codes (van der Heijde, 1996, ASTM, 1992, 1993, 1994, 1995, 1996). These approaches address standard practices and guide for defining, conducting, applying, comparing, calibrating, evaluating, and documenting ground-water and related environmental models. The literature also discusses approaches which address the functionality of the simulation code, its computational efficiency, sensitivity to the hydrologic setting and parameter selection, and reproducibility (van de Heijde, 1996). Reliability and uncertainty in ground-water model predictions is linked to the appropriateness and correctness of the conceptualization of the simulated system (Kolm and van der Heijde, 1996). Integrated approaches have been developed and documented which outline conceptualization and characterization of subsurface envirochemical systems (Kolm and van der Heijde, 1996). The next step needed is to apply a strategy to a field site focusing on hydrologic issues common to nuclear facilities and sites.

Questions to be answered in such a methodology would be:

- (1) How does one identify alternative conceptual models for a specific site and specified performance measure(s)?
- (2) How does one quantify differences in the competing conceptual models?
- (3) Are these differences significant to the performance measure of interest (e.g., well-discharge concentrations, point concentrations of expected values or potential maximum values, drinking-water-related dose)?
- (4) How does one quantify these performance-measure uncertainties for site specific hydrogeologic systems?

The methodology should also address hydrologic issues common to performance analyses of nuclear facilities and sites such as: (1)

C.1.1 (Continued)

representation of heterogeneities, (2) scaling of representative parameter values, (3) assumptions of; dimensionality, transient versus steady-state flow and transport, and initial and boundary conditions, and (4) model confirmation.

C.1.2 OBJECTIVE

The objective of this effort is to develop a methodology with supporting technical bases and guidance for selecting and evaluating appropriate ground- water flow and transport models and assessing uncertainties of the related performance measures.

NOTES:

1. Transport in this SOW refers to conservative transport such that the contaminants move generally with the ground water, and does not account for certain geochemical conditions such as solubility.
2. Performance measures which are both problem specific and regulatory specified may relate to well-discharge concentrations, point concentrations of expected values or potential maximum values, or drinking-water related dose.
3. The focus will NOT be on computer code development but rather on how to evaluate and compare ground-water models beginning with selection of conceptual models and ending in performance assessment.

C.1.3 USER NEED

This Statement of Work (SOW) addresses a generic need, to assess ground-water flow and transport models used in performance assessments. The technical information developed in response to this SOW will be applied to technical issues identified in licensing actions.

Specific products and their delivery dates are listed in section F.5.1 "Deliverables Schedule" and are described in the appropriate task descriptions of section C.1.4.

C.1.4 STATEMENT OF WORK

The contractor shall perform the following tasks during the specified period of performance and develop the products specified.

TASK 1 Identify Information Needs and Objectives for Evaluating Models

Within 60 days of contract initiation, the contractor shall

C.1.4 (Continued)

provide a letter report which summarizes approaches currently being used to assess uncertainties in ground-water flow and transport modeling of nuclear facilities. The summary should discuss both conceptual and computational uncertainties. The contractor shall examine the technical literature focusing on the relationship among site characterization, monitoring and modeling strategies related to constructing and applying ground-water flow and transport models, and their application to site specific information and databases (e.g., NRC, 1996; NRC, 1990; NEA/OECD, 1995; and AGU, 1995).

The NRC staff wants the following specific topics to be included: (1) the use of ground-water models related to site characterization data analyses, operational monitoring design, and performance assessment (PA) for both unsaturated and saturated zone conditions (e.g., NEA/OECD, 1995; Polman and others, 1988; and Sweed and others, 1992); (2) development of alternative site-specific conceptual models and related performance measure(s); (3) quantification of differences in the competing conceptual models; and (4) assessment of significance in these differences related to the performance measure of interest (e.g., well-discharge concentrations, point concentrations of expected values or potential maximum values, drinking-water-related dose).

The review shall also address hydrologic issues common to performance analyses of nuclear facilities and sites such as: (1) representation of heterogeneities, (2) scaling of representative parameter values, (3) assumptions of; dimensionality, transient versus steady-state flow and transport, and initial and boundary conditions, and (4) model confirmation.

The contractor's review shall include present NRC (e.g., NUREG/CR-5532; Kozak and others, 1990) and DOE (e.g., SAND93-267, Simmons, 1985) methodologies used in PA, and related site characterization methodologies (e.g., NUREG/CR-5988, Wierenga and others, 1993) in its evaluation.

TASK 2 Develop Methodology

The contractor shall develop a methodology for identifying, assessing and using ground-water models, and for estimating their contribution to performance-measure uncertainty. The strategy should include methods which identify and estimate uncertainties originating from the initial field-derived site characterization and monitoring information through to the calculated performance measure(s) associated with nuclear facilities (e.g., in-situ uranium and decommissioned site reviews). The strategy shall be developed in an hierarchical approach beginning with simple conservative models progressing to complex, more realistic models.

C.1.4 (Continued)

The methodology shall be generic such that information can simultaneously meet the needs of HLW, LLW, SDMP, and uranium recovery licensing programs. The methodology also needs to provide useful information related to site characterization, monitoring and PA needs. The methodology shall consider uncertainties (see Task 1), taking into account the range of site complexities, property variabilities and site conditions and processes anticipated for nuclear fuel cycle sites. The methodology shall be robust (i.e., capable of handling a broad range of relevant ground-water flow and transport conditions) and flexible to handle various hierarchical approaches (e.g., one, two and three-dimensional models) presently being used by NRC, DOE, EPA and the USGS to address various levels of hydrogeologic complexities appropriate to assessing nuclear fuel cycle sites. The methodology shall include a discussion of conceptual approaches for incorporating characterization, analytical and monitoring databases for site specific conditions.

The methodology shall provide a unifying and integrating aspect to ground-water flow and transport conceptual model selection, use and evaluation (taking into account the hierarchical premise that simple models shall be considered first with ever increasing complex models chosen to reflect reality when needed, and to assess varying levels of uncertainties).

The contractor shall provide an interim letter report outlining an initial methodology at the conclusion of the first year's effort for evaluation by the NRC staff. This interim methodology for testing and evaluating ground-water models shall be the focus of an application and evaluation task (see Task 3). A final report upon completion of Task 3 shall set forth the accomplished methodology, and document its development through field application studies. In the final report, the contractor also shall recommend, for NRC staff approval, an appropriate methodology covering the range of complexities (e.g., dimensionality and property heterogeneities), site conditions, processes and assumptions.

TASK 3 Test Methodology by Application to a Specific Site

Upon approval of the NRC Project Manager, the contractor shall test the strategy over a range of field conditions indicative of present and potential future nuclear fuel cycle sites focusing on hydrologic issues common to many nuclear facilities and sites. The hydrologic issues to be considered are: representation of heterogeneities, scaling of representative parameter values, assumptions of dimensionality, transient versus steady-state flow and transport, and ambient conditions, and model confirmation. Ultimately, the testing should demonstrate the ability of the

C.1.4 (Continued)

strategy to characterize uncertainties with respect to the specified performance measure(s).

Within 90 days from the initiation of Task 3, the contractor shall develop a testing plan which specifies which ground-water flow and transport conceptual models shall be used to demonstrate the applicability of the strategy. The contractor shall identify in the testing plan at least two, but not more than four test case examples for a range of ground-water flow and transport site conditions and processes using conceptual models selected from those identified in Task 1. The testing plan shall identify the available field data to be used in the application study. The contractor shall specify the need and rationale for collection of additional field data, and where necessary, development and implementation of new field studies to evaluate the methodology. Information to be used in developing the testing plan shall be based upon available information in the technical literature or through existing site study documentation prior to initiation of field studies.

As directed by the NRC Project Manager, the contractor shall revise the interim methodology based on lessons learned in the application study, and provide a draft modified methodology at the completion of the second year. The contractor shall also provide a draft technical report identifying the ground-water flow and transport models tested, computer codes and software (pre- and post-processors) used, and input data used in the analysis of the field data for estimating effective parameter distributions (e.g., geostatistical models) and testing plan.

TASK 4 Documentation of Methodology and its Application

Following completion of Task 3, the contractor shall document the methodology and its application in a final technical report as a camera-ready copy adhering to NRC NUREG/CR report format (see NUREG-0650, Revision 1). This information shall be developed in consultation with the NRC Project Manager to assist in technology transfer to NRC licensing staff for their review of nuclear facilities and sites. The final technical report shall be peer-reviewed. The technical peer-reviewers shall be selected in consultation with the Project Manager. The contractor shall provide a letter report identifying the peer-review comments received, their analysis and disposition (particularly those incorporated into the final technical report).

TASK 5 Technology Transfer

The contractor shall demonstrate the application of their methodology in a "hands-on" technology transfer seminar to the NRC

C.1.4 (Continued)

staff convened at NRC Headquarters at the completion of the study. The contractor shall prepare and provide a seminar notebook on the methodology, and testing applications at least 30 days prior to the technology transfer seminar. The contractor shall also transfer information on the lessons learned in the application of their methodology and models developed, codes utilized, and updates and enhancements used in testing their methodology. The contractor shall inform the Project Manager of the technology transfer scheduling and details in a letter report three months prior to the completion of this contract.

C.1.5 QUALITY ASSURANCE

The contractor, prior to initiating work on the first task, shall develop and submit to NRC for review an Impact Level II quality assurance (QA) program plan for work to be performed under the contract or shall indicate that a previously approved, applicable Q.A. program will be applied to the work under this contract.

Any work (i.e., data, interpretations, analyses, computations, methods, etc.), developed under the contract shall be performed under an adequate quality assurance program. Quality assurance comprises all those planned and systematic actions necessary to provide adequate confidence that the research has been satisfactorily performed. Quality assurance includes sufficient documentation to assure the reproducibility of the results of the research. That is, the methods and techniques used to collect, reduce, and interpret data produced by research are sufficiently accurate, traceable, and articulate so that other researchers could duplicate the work done and independently evaluate the results.

An adequate QA program should address the following areas as appropriate.

- experimental design and rationale--sample selection, number of samples, sampling frequency, controls;
- statistical evaluation of experimental design--assessment of statistical power, of sampling scheme and measurement techniques, including expected accuracy and precision;
- sample preparation--selection of sample type, treatment of samples, sample identification;
- measurement techniques used--description of measurement process, description/identification of equipment used;
- calibration methods--frequency, techniques, standards, traceability;

C.1.5 (Continued)

- data recording--method of recording data, identification of person(s) recording/certifying data;
- data reduction--methods and code(s) (including identification of modifications and updates);
- data analysis--description of techniques used, methods of data verification (e.g., spot checking of measurements, calculations, etc.);
- records management--identification, location, and retention time of data, analyses, associated records, duplicate data and/or records; and
- statistical evaluation--interpretation of data, stating actual accuracy and precision of results achieved.

In addition, if standard test or calibration procedures are employed (e.g., ASTM and SSSA standards) these shall be cited in the program. Finally, if appropriate to the size and nature of the contract, the work and results should receive exposure in the scientific community through publication of results in refereed journals, or through peer reviews, or both.

C.1.6 RELATED RES PROJECTS

The contractor shall work with the NRC Project Manager to coordinate the research studies with the following closely-related RES project;

- | | |
|-----------|--|
| JCN W6151 | "Unsaturated Zone Monitoring and Field Studies" |
| JCN W6227 | "Radiological Criteria for Decommissioning" |
| JCN W6574 | "Implementation of Low-Level Waste Performance Assessment Methodology and Extension of the Methodology to Decommissioning" |

Other related projects are;

- | | |
|-----------|---|
| JCN W6387 | "Field Studies at the Apache Leap Research Site" |
| JCN W6388 | "Testing and Evaluation of Ground-Water Flow and Transport Models." |

C.1.7 MEETINGS AND TRAVEL

The contractor shall present the technical progress of the project at NRC headquarters on a semi-annual basis, and make additional trips to NRC related contractor meetings and professional

C.1.7 (Continued)

technical symposia as requested by the NRC Project Manager. The contractor shall make a formal presentation at the completion of the work in the form of a "hands-on" technology transfer seminar which will include demonstration of the ground-water methodology. Any additional domestic travel to be charged against project funds requires prior approval by the NRC Project Manager. All foreign travel related to and/or funded by the project must be approved in writing by the NRC Project Manager and his management chain through the EDO.

For purposes of planning, the contractor shall estimate two visits annually to NRC Headquarters, two trips annually to appropriate technical workshops or professional society meetings to report on the research accomplishments.

C.1.8 REFERENCES:

1. American Geophysical Union, U.S. National Report to the International Union of Geodesy and Geophysics 1991-1994: Contributions in Hydrology, AGU, Washington, DC, 1995, pp. 933-1147.
2. American Society for Testing and Materials (ASTM), "Standard Practice for Evaluating Mathematical Models for the Environmental Fate of Chemicals," ASTM E 975-92, Conshohocken, PA, April 1992.
3. American Society for Testing and Materials (ASTM), "Standard Guide for Application of a Ground-Water Flow Model to a Site-Specific Problem," ASTM D 5447-93, Conshohocken, PA, October 1993.
4. American Society for Testing and Materials (ASTM), "Standard Guide for Comparing Ground-Water Flow Model Simulations to Site-Specific Information," ASTM D 5490-93, Conshohocken, PA, January 1994.
5. American Society for Testing and Materials (ASTM), "Standard Guide for Defining Boundary Conditions in Ground-Water Flow Modeling," ASTM D 5609- 94, Conshohocken, PA, October 1994.
6. American Society for Testing and Materials (ASTM), "Standard Guide for Defining Initial Conditions in Ground-Water Flow Modeling," ASTM D 5610- 94, Conshohocken, PA, January 1995.
7. American Society for Testing and Materials (ASTM), "Standard Guide for Conducting a Sensitivity Analysis for a Ground-Water Flow Model Application," ASTM D 5611-94, Conshohocken, PA, October 1994.
8. American Society for Testing and Materials (ASTM), "Standard Guide for Documenting a Ground-Water Flow Model Application," ASTM

C.1.8 (Continued)

D 5618-95, Conshohocken, PA, June 1995.

9. American Society for Testing and Materials (ASTM), "Standard Guide for Subsurface Flow and Transport Modeling," ASTM D 5880-95, Conshohocken, PA, February 1996.

10. American Society for Testing and Materials (ASTM), "Standard Guide for Calibrating a Ground-Water Flow Model Application," ASTM D 5981-96, Conshohocken, PA, November 1996.

12. Kolm, Kenneth E., and Paul van der Heijde, "Conceptualization and Characterization of Envirochemical Systems," in Kovar, Karel and P. van der Heijde (Editors) Calibration and Reliability in Groundwater Modeling (Proceedings of ModelCARE 96 Conference held at Golden, Colorado, September 1996), IAHS Publication No. 237, Wallingford, Oxfordshire, United Kingdom, 1996.

13. Kozak, M.W., M.S. Chu and P.A. Mattingly, "A Performance Assessment Methodology for Low-Level Waste Facilities", NUREG/CR-5532, U.S. Nuclear Regulatory Commission, July 1990.

14. Massman, J. and R.A. Freeze, "Ground-Water Contamination from Waste Management Sites: The Interaction between Risk-Based Engineering and Regulatory Policy, 1. Methodology and 2. Results, Water Resources Research, Vol. 23, No. 2, pp. 351-380, 1987.

15. National Research Council, Committee on Ground-Water Assessment, Ground-Water Models: Scientific and Regulatory Applications, National Academy of Sciences, Washington, DC, 1990, pp. 20-21.

16. National Research Council, Committee on Fracture Characterization and Fluid Flow, Rock Fractures and Fluid Flow: Contemporary Understanding and Applications, National Academy of Sciences, Washington, DC, 1996, 551 pp.

17. Nuclear Energy Agency/OECD, The Role of Conceptual Models in Demonstrating Repository Post-Closure Safety - Proceedings of an NEA Workshop, Paris, 16-18 November 1993, OECD, Paris, 1995, 190 pp.

18. O'Donnell, E. and J. Lambert, "Low-Level Radioactive Waste Research Program Plan," NUREG-1380, U.S. Nuclear Regulatory Commission, Washington, DC, November 1989.

19. Polman, D.J. and others, "Application of Stochastic Methods to the Simulation of Large-Scale Unsaturated Flow and Transport," NUREG/CR-5094, U.S. Nuclear Regulatory Commission, Washington, DC, September 1988.

C.1.8 (Continued)

20. Simmons, C.S. and C.R. Cole, "Guidelines for Selecting Codes for Ground- Water Transport Modeling of Low-Level Waste Burial Sites: Executive Summary; Volume 1 - Guideline Approach; Volume 2 - Special Test Cases," PNL-4980, Ex. Summary, Vol. 1-2 (UC-11, 70B), Pacific Northwest Laboratory, Richland, Washington, August 1985.

21. Sweed, H.G., P. Binning, and M.A. Celia, "Vapor-Phase Transport of Low Level Radioactive Waste in the Unsaturated Zone," Water Resources Program Report, Princeton University, 1992.

22. U.S. NRC, "Publishing Documents in the NUREG Series," NUREG-0650, Revision 1, U.S. Nuclear Regulatory Commission, Washington, DC, November 1990.

23. van der Heijde, Paul, "Systematic Evaluation and Testing of Groundwater Modeling Codes," in Kovar, Karel and P. van der Heijde (Editors) Calibration and Reliability in Groundwater Modeling (Proceedings of ModelCARE 96 Conference held at Golden, Colorado, September 1996), IAHS Publication No. 237, Wallingford, Oxfordshire, United Kingdom, 1996.

24. Wierenga, P.J. and others, "Soil Characterization Methods for Unsaturated Low-Level Waste Sites," NUREG/CR-5988, U.S. Nuclear Regulatory Commission, Washington, DC, February 1993.

[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
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

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

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

[End of Clause]

F.2.1 REPORTING REQUIREMENTS

1. The contractor shall submit semi-annual progress letter reports within 30 days of close of alternate FY-Quarters. The semi-annual progress reports shall summarize all efforts on the tasks conducted during the corresponding period, including the status of each ongoing task.

2. Budgetary and administrative information shall be provided in a monthly business letter report.

3. The contractor shall submit Topical Reports at the conclusion of research tasks as noted in Section F.5.1. The content of each report is broadly described in each task description with the details on the technical level and completeness to be jointly agreed upon by the NRC Project Manager and the Principal Investigator. Section F.5.1 provides a schedule

F.2.1 (Continued)

for the product due dates. Topical Reports shall be self-contained, and will be suitable for publication as a NUREG/CR report. Topical Reports should include an Executive Summary that summarizes the research results with regard to the project objectives as defined in this Statement of Work.

4. Presentations of accomplished research results at professional meetings and publication of this technical work in peer-reviewed professional journals are expected. A copy of all written and oral presentations including technical papers and abstracts to be submitted for publication in technical journals, related to or funded by this project, will be transmitted to the NRC project manager prior to presentation or submittal for publication. The contractor shall abide by the following reporting requirements:

A.1 NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN 93)

(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.

5. Report Distribution for:

(a) Topical and Final Reports

NRC Project Manager	7
Director, Division of Regulatory Applications Office of Nuclear Regulatory Research	1 copy
Chief, Waste Management Branch Division of Regulatory Applications Office of Nuclear Regulatory Research	1 copy

F.2.1 (Continued)

(b) Monthly Financial and Semi-Annual Technical Progress

NRC Contract Administrator 1 copy

NRC Project Manager 1 copy

(c) Microfiche

Microfiche is required of all reports to be published as NUREG or NUREG/CR documents. The specifications this microfiche are listed in the Attachment (see last page) and the distribution is as follows:

Information and Records Management Branch 1
Division of Technical Information and Document Control

Document Control Center 1
Division of High Level Waste Management
Office of Nuclear Material Safety Safeguards

F.3 2052.212-72 FINANCIAL STATUS REPORT (DEC 1995)

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

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

F.3 (Continued)

- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status:
 - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (2) Indicate if there has been a significant change in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item h.
 - (3) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
- (i) Property status:
 - (1) List property acquired for the project during the month with an acquisition cost of \$500 or more and less than \$50,000. Give the item number for the specific piece of equipment.
 - (2) List property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."
 - (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more (\$5,000 or more if purchased prior to October 1, 1995) showing the above information.
 - (4) In the final monthly status report provide a closeout property report containing the same elements as described

F.3 (Continued)

above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status:

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

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

[End of Clause]

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

The ordering period for this contract shall commence on ____*____ and will expire on ____*____. 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 ____*____.

[End of Clause]

**F.5 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL
VIEWS (DPVs)**

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of

F.5 (Continued)

the contract, may be found in Section J of the solicitation. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received by need not endorse them.

[End of Clause]

F.5.1 DELIVERABLES SCHEDULE

The deliverables required under Section F.2.1 shall meet the follow schedule. The dates on this schedule is subject to change based on award date of contract.

TASK SCHEDULE:

NOTE: I indicates the time of task initiation and C denotes task completion. Also, the contract initiation begins on the first day of the quarter and completion is by the end of the quarter. The strategy and technical report may be one final NUREG/CR report.

	FY'97				FY'98				FY'99				FY'00				FY'01				
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
TASK 1 Identify Information Needs and Objectives for Evaluating Models																					
					I			C													
Deliverables																					
Letter Report																					
								X													
TASK 2 Develop Methodology																					
					I	X	X	X		X	X	X	X		X	X	X	X	X	C	
Deliverables																					
Interim Letter Report																					
								X													
with Interim Methodology																					
Final Technical Report																					
																				X	
TASK 3 Testing Methodology by Application to a Specific Site																					
					I	X	X	X		X	X	X	X		X	X	X	C			
Deliverables																					
Testing Plan																					
								X													
Draft Modified Methodology																					
												X									
Draft Technical Report																					
																		X			
TASK 4 Documentation of Methodology and its Application																					
																	I	X	X	X	C
Deliverables																					
Peer-Review and Letter Report																					
																			X		
Final Methodology																					
																				X	

F.5.1 (Continued)

Technical Report*					X
TASK 5 Technology Transfer					
Deliverables	I	X	X		C
Letter Report		X			
Technology Transfer Seminar				X	
Seminar Notebook on Applications				X	

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: ____ * ____

Address: ____ * ____

Telephone Number: ____ * ____

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

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the contractual statement of work.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total

G.1 (Continued)

estimated contract cost, the fixed fee, if any, or the time required for contract performance.

- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect there to is subject to FAR 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
 - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

G.1 (Continued)

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

*To be incorporated into any resultant contract

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.

G.2 (Continued)

- (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.

(End of Clause)

**G.3 NRCAR 2052.216-72 INDIRECT COST RATES
- ALTERNATE 1 (JAN 1993)**

The contractor is reimbursed for allowable indirect costs in accordance with the following predetermined rates:

*

[End of Clause]

*T be incorporated into any resultant contract

G.3.1 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" 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. To ensure that adequate payment information will be available to the contractor, the contractor should inform the financial institution that the addendum record must not be stripped from the payment. Further information concerning the addendum is provided at Attachment 6. The ACH Coordinator should fill out the "Financial Institution Information" portion of the form

G.3.1 (Continued)

and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institution's ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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.
- (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.

H.1 (Continued)

- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
 - (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
 - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
 - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
 - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.
- (d) Disclosure after award.
- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, 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

H.1 (Continued)

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

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
 - (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the

H.1 (Continued)

public by the NRC.

- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals 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

H.1 (Continued)

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.2 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:

*

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

H.2 (Continued)

replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

*To be incorporated into any resultant contract

H.3 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.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

[End of Clause]

H.5 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS
CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997
52.216-11	COST CONTRACT - NO FEE	APR 1984
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995

I.1 (Continued)

NUMBER	TITLE	DATE
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (MAR 1996)	AUG 1996
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	OCT 1995
52.222-3	CONVICT LABOR	AUG 1996
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	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 1996
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-5	COST ACCOUNTING STANDARDS-- EDUCATIONAL INSTITUTIONS	APR 1996
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAY 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	FEB 1997
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.248-1	VALUE ENGINEERING	MAR 1989
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

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

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will

I.2 (Continued)

have on the contract delivery or performance schedule;

- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
01	Billing Instructions
02	NRC Contractor Organizational Conflicts of Interest
03	NRC Handbook 3.8
04	Standard Form 1411 with Instructions
05	Contractor Spending Plan (CSP) Instructions
06	Payment Information Form SF 3381 - ACH Payment System
07	Procedures for Resolving NRC Contractor Differing Professional Views
08	Microform Specifications for Waste Management Contracts

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LIL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who

K.1 (Continued)

fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K.2 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the

K.2 (Continued)

U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
 - ☐ Sole proprietorship
 - ☐ Partnership
 - ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
 - Name _____
 - TIN _____

[End of Provision]

K.3 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

- (a) Representation. The offeror represents that it ☐ is,
☐ is not a women-owned business concern.

K.3 (Continued)

- (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

[End of Provision]

K.4 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)

- (a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

(End of Provision)

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(A)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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 SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the

K.5 (Continued)

Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION
(JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

- (a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or
- (b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

[End of Provision]

K.7 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

[End of Provision]

K.8 52.215-20 PLACE OF PERFORMANCE (APR 1984)

- (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.
- (b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street
Address, City, County, State,
Zip Code)

Name and Address of Owner and
Operator of the Plant or
Facility if Other than
Offeror or Quoter

[End of Provision]

**K.9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(JAN 1997)**

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8732.
- (2) The small business size standard is no more than \$5.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
- (3) The small business size standard for a concern which

K.9 (Continued)

submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern

K.9 (Continued)

that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.10 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)**

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking

K.10 (Continued)

fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

[End of Provision]

**K.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)**

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K.13 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

[End of Provision]

K.14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/___/ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the

K.14 (Continued)

offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal
Official where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/___/ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal
Official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure Disclosure

K.14 (Continued)

Statement.

/___/ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/___/ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the

K.14 (Continued)

Cost Accounting Standards clause.

/___/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million dollars. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

/___/ YES

/___/ NO

[End of Provision]

K.15 NRCAR 2052.209-70 QUALIFICATIONS OF CONTRACT EMPLOYEES (JAN 1993)

The offeror hereby certifies by submission of this offer that all representations made regarding its employees, proposed subcontractor personnel, and consultants are accurate.

[End of Provision]

K.16 NRCAR 2052.209-71 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (JAN 1993)

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose

K.16 (Continued)

current/former agency employees to perform work under NRC contracts, and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

- (b) The offeror hereby certifies that there () are () are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and brief description of the individual's role under this proposal.

[End of Provision]

K.17 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL
CONFLICTS OF INTEREST (REPRESENTATION) (JAN 1993)

I represent to the best of my knowledge and belief that:

The award to _____ of a
contract or the modification of an existing contract

/ / does

/ / does not

involve situations or relationships of the type set forth in 48
CFR 2009.570- 3(b).

- (a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or

K.17 (Continued)

- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.
- (b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

[End of Provision]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions 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) PROVISIONS

NUMBER	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	MAR 1997
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	MAY 1997
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	MAY 1997
52.215-16	CONTRACT AWARD	OCT 1995
52.215-30	FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984

[End of Provision]

L.2 52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (JAN 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

L.2 (Continued)

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

L.2 (Continued)

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.804-4.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Reimbursement contract resulting from this solicitation.

[End of Provision]

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U. S. Nuclear Regulatory Commission
Division of Contracts

MS-T-7-I2
Washington, DC 20555

Hand carried address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management

11545 Rockville Pike
Rockville, MD 20852-2738

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 NRCAR 2052.215-74 TIMELY RECEIPT OF PROPOSALS (JAN 1993)

Because NRC is a secure facility with perimeter access control, offerors shall allow additional time for hand delivery (including express mail and delivery services) of proposals to ensure that they are timely received in the depository at the address shown in Item 9 on the Standard Form 33.

[End of Provision]

L.6 NRCAR 2052.215-75 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (JAN 1993)

- (a) All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection for unrestricted awards may not be made until a contract has been awarded. Pursuant to requirements of FAR 15.1001(b)(2), preliminary notification will be provided before the award for small business set-aside procurements on negotiated procurements.
- (b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:
 - (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
 - (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
 - (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
 - (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

[End of Provision]

L.7 NRCAR 2052.215-76 DISPOSITION OF PROPOSALS

L.7 (Continued)

After award of the contract, one copy of each unsuccessful proposal is retained by the NRC's Division of Contracts and Property Management in accordance with the General Records Schedule 3(5)(b). Unless return of the additional copies of the proposals is requested by the offeror upon submission of proposal, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

[End of Provision]

L.8 2052.215-77 PROPOSAL PRESENTATION AND FORMAT (DEC 1995)

- (a) Proposals must be typed, printed, or reproduced on letter-size paper and each copy must be legible.
- (b) Proposals in response to this Request for Proposal must be submitted in the following three (3) separate and distinct parts:
 - (1) Two (2) original signed copies of this solicitation package. All applicable sections must be completed by the offeror.
 - (2) One (1) original and 4 copies of the "Cost Proposal."
 - (3) One (1) original and 4 copies of the "Technical and Management Proposal."
- (c) Correctness of the proposal. Caution--offerors are hereby notified that all information provided in its proposals, including all resumes, must be accurate, truthful, and complete to the best of the offeror's knowledge and belief. The Commission will rely upon all representations made by the offeror both in the evaluation process and for the performance of the work by the offeror selected for award. The Commission may require the offeror to substantiate the credentials, education, and employment history of its employees, subcontractor personnel, and consultants, through submission of copies of transcripts, diplomas, licenses, etc.
- (d) Cost proposal.
 - (1) The offeror shall use Standard Form 1411, Contract Pricing Proposal Cover Sheet, in submitting the Cost Proposal. A copy of the form and instructions are attached to this solicitation. The information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicted. The Cost Proposal must be submitted separately from the Technical and Management Proposal.

L.8 (Continued)

- (2) When the offeror's estimated cost for the proposed work exceeds \$100,000 and the duration of the contract period exceeds six months, the offeror shall submit a Contractor Spending Plan (CSP) as part of its cost proposal. Guidance for completing the CSP is attached.
- (3) For any subcontract discussed under the Technical and Management Proposal, provide supporting documentation on the selection process, i.e., competitive vs. noncompetitive, and the cost evaluation.
- (4) The offeror's proposal shall include a description and estimated acquisition/fabrication cost of property required for performance that has a proposed acquisition/fabrication cost of \$500 or more.
- (5) If government furnished property will be provided under performance of the resulting contract or if contractor acquired property is proposed for performance of this effort, the proposal shall provide the following information about the offeror's inventory system:
 - (a) whether another U.S. Government agency has approved the inventory system
 - (b) the date of such approval
 - (c) a contact point with telephone number and address for the approving agency

If the inventory system has not been approved by another government agency, the offeror shall provide a description of their inventory system for review and approval by the Nuclear Regulatory Commission.

(e) Technical and Management Proposal

- (1) The Technical and Management Proposal may not contain any reference to cost. Resource information, such as data concerning labor hours and categories, materials, subcontracts, travel, computer time, etc., must be included in the Technical and Management Proposal so that the offeror's understanding of the scope of work may be evaluated.
- (2) The offeror shall submit with the Technical and Management Proposal full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement.

L.8 (Continued)

- (3) Statements which paraphrase the statement of work without communicating the specific approach proposed by the offeror or statements to the effect that the offeror's understanding can or will comply with the statement of work may be construed as an indication of the offeror's lack of understanding of the statement of work and objectives.
- (4) The Technical and Management Proposal must set forth as a minimum the following information.

PERSONNEL QUALIFICATIONS/EXPERIENCE

The offeror shall identify all individuals, including backup personnel and subcontractor/consultant personnel, anticipated to perform this effort and shall provide resumes for each individual in accordance with the format outlined below. The resumes should be directed to the specific needs of the contract and not be general in nature. The offeror shall indicate the extent to which each individual will be available to perform this effort.

Offerors shall indicate which proposed professional personnel will be key personnel subject to Section H.2, entitled "Key Personnel." In addition, offerors shall provide the following two pieces of information for each of the technical areas listed below and under "Technical APPROACH":

- a. which proposed key personnel (personnel subject to Section H.2 Key Personnel) will be responsible for providing expertise for that technical area.
- b. references for publications by the key personnel listed in a. above which demonstrate his or her experience in that technical area. The references shall include an author list, title, type of publication, publisher, date of publication and abstract. Upon request by the Contracting Officer, offerors shall provide a complete copy of the publication (book, paper, report, etc.).

It is anticipated that expert knowledge and experience in the following areas will be required for this effort:

Knowledge and understanding of NRC Regulations,

L.8 (Continued)

guidance and technical reviews dealing with ground-water flow and radionuclide transport in unsaturated and saturated porous and fractured media, site characterization, monitoring and performance assessment,

Experience in conducting research in ground-water flow and transport analysis utilizing field testing strategies for the evaluation and optimization of alternative conceptual models through integration of site characterization, monitoring and performance assessment information and analyses,

Experience in designing, applying and evaluating methodologies for ground- water flow and radionuclide transport modeling with emphasis on testing strategies,

Usage of data management storage and retrieval systems compatible with ground- water flow and radionuclide transport codes and information management systems.

RESUME FORMAT

- a. Name and Title
- b. Name of Firm with which associated
- c. Years of Experience with this Firm and with other Firms
- d. Education - Degree(s)/Year/Specialization
- e. Description of experience and qualifications relative to the effort described in Section C of this solicitation
- f. State whether the person proposed will fill a Key Personnel position and indicate the percentage of time this person will commit to this effort.

The offeror shall describe the composition of the proposed project team(s) to be assigned to this effort, and delineate the responsibilities of the team members inclusive of technical, management, and administrative functions.

All designated contractor employees should be in the employ of the offeror or designated subcontractor(s) at the time of proposal submission. If any of the personnel are not employed by the offeror or proposed subcontractor

L.8 (Continued)

at that time, firm written commitments assuring the availability of such individuals are to be included in the proposal.

Identify any former NRC employees that may be utilized in the performance of the contract including their NRC employment history.

PAST PERFORMANCE

The offeror shall describe, in general terms, all corporate qualifications and experience in performing contracts, similar in size and scope to this procurement, over the past 3 years, and the extent to which the necessary knowledge, experience and skills remain available within the organization.

In addition, the offeror shall describe its specific organization research experience and current capabilities in the following areas:

State-of-the-art technology in ground-water flow and radionuclide transport modeling analysis relevant to NRC staff hydrologic issues as specified in the RFP,

Support facilities, resources and access to field studies for applying and evaluation ground-water flow and transport modeling methodology,

Computer workstations, INTERNET access, graphic, and computer data management software and systems,

Research experience in conducting field studies and related complex ground- water flow and transport modeling.

The offeror shall provide the information outlined below for three specific contracts similar in size and scope to this procurement performed over the past 3 years. The NRC will contact the references provided and request they complete a survey questionnaire. This information will be used to evaluate the degree of the offeror's success in past performance.

Contract No.: Name and address of
Government/commercial entity: Point of contact:
Contracting Officer: Telephone number: Technical
representative: Telephone number: Date contract
awarded: Contract period of performance with

L.8 (Continued)

extensions: Dollar value of the contract: Dollar value
of any contract modifications: Type of contract
awarded: Brief description of the work:

TECHNICAL APPROACH

The offeror shall use the statement of work to discuss its overall technical capability and approach to perform the various tasks in the elements of the scope of work. This discussion should be as specific as possible.

The offeror shall demonstrate an understanding of the NRC staff needs in development of a ground-water flow and radionuclide transport modeling methodology; the various alternative approaches for modeling ground-water flow and transport in a variety of unsaturated and saturated porous and fractured media; difficulties and possible solutions for effectively applying a ground-water modeling methodology to a range of site conditions reflective of NRC-related needs (e.g., SDMP, uranium recovery, reactor decommissioning, LLW and HLW sites); and ability to conduct a "hands-on" technology transfer seminar to the NRC staff to demonstrate the methodology.

The offeror shall describe plans for quality assurance and scheduling, and discuss problem resolution abilities available, to assure delivery and approval of all required services under this contract.

The offeror shall demonstrate that the proposed field site studies have sufficient and relevant databases for applying and evaluating the ground-water flow and transport methodology. In addition, the offeror shall discuss (describe) (demonstrate) to what extent has the proposed field site(s) been characterized and monitored for ground-water flow and transport.

The offeror shall describe (discuss) (demonstrate) to what extent the proposed field site databases have been analyzed, particularly the established experience in ground-water flow and transport modeling to cover a range of site conditions, processes and conceptual models.

L.9 NRCAR 2052.216-70 LEVEL OF EFFORT (JAN 1993)

L.9 (Continued)

The NRC's estimate of the total effort for this project is approximately 7 staff years professional and clerical staff-years for the duration of this contract. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitute a staff year.

[End of Provision]

L.10 NRCAR 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)

It is the policy of the Executive Branch of the Government that:

- (a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and
- (b) That contractors and subcontractors, or person acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

[End of Provision]

L.11 ACCEPTANCE PERIOD (MAR 1987)

Because of the time required by the Government to evaluate proposals and make an award, offerors are instructed to specify on the SF-33 a proposal acceptance period of not less than 60 days.

[End of Provision]

L.12 ESTIMATED DURATION (JUN 1988)

The duration of the contract is estimated to be 4 years. (See section F for any option periods)

[End of Provision]

L.13 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

L.13 (Continued)

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. If for good reason the offeror is unable to participate in the ACH/Vendor Express program, it should be notated in the offeror's proposal and it will be discussed during the negotiation process. If item 15C. of the Standard Form 33 has been checked, enter the remittance address should agreement to an alternate method of payment ensue.

Name: _____

Address: _____

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions 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)
PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

[End of Provision]

M.2 NRCAR 2052.215.84 CONTRACT AWARD AND EVALUATION
OF PROPOSALS - TECHNICAL MERIT MORE IMPORTANT
THAN COST (JAN 1993)

- (a) By use of numerical and narrative scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph M.3 below. These factors are listed in their relative order of importance. Award is made to the offeror:
- (1) Whose proposal is technically acceptable;
 - (2) Whose technical/cost relationship is most advantageous to the Government; and
 - (3) Who is considered to be responsible within the meaning of Federal Acquisition Regulation Part 9.1.
- (b) Although cost is a factor in the evaluation of proposals, technical merit in the evaluation criteria set forth below is a more significant factor in the selection of a contractor. Further, to be selected for an award, the proposed cost must be realistic and reasonable.
- (c) The Government may:
- (1) Reject any or all offers if the action is in the public interest;
 - (2) Accept other than the lowest offer; and
 - (3) Waive informalities and minor irregularities in offers

M.2 (Continued)

received.

- (d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoints.
- (e) A separate cost analysis is performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data must be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration is given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.
- (f) In making the above determination, an analysis is performed by the Government that takes into consideration the results of the technical evaluation and cost analysis.

[End of Provision]

M.3 EVALUATION CRITERIA**1. PERSONNEL QUALIFICATIONS/EXPERIENCE (35)**

Extent to which the Offeror demonstrates that the proposed personnel possess the required qualifications and experience to perform the work described in Section C of this solicitation, including, as a minimum the specific information necessary to address the Personnel Qualification Requirements described in Section L. The extent to which the offeror ensures the availability of qualified personnel and project teams to perform the work required by Section C.

2. PAST PERFORMANCE (15)

Extent to which the Offeror demonstrates successful performance on past contracts for work similar to that described in Section C of this solicitation and the extent to which the necessary knowledge, experience and skills remain available within the organization.

3. TECHNICAL APPROACH (50)

Degree to which the offeror demonstrates an understanding of the required tasks and deliverables described in Section C of this solicitation. The extent to which the offeror demonstrates a coherent plan to accomplish the contract requirements, resolve problems, assure quality deliverables, and meets schedules. As a minimum, the offeror shall address the specific information necessary to address Technical Approach described in Section L.

TOTAL WEIGHT: 100 POINTS

[End of Provision]