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AWARD/CONTRACT

Page 1 of 2

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING
2. CONTRACT NO. NRC-04-97-047	3. EFFECTIVE DATE 06/23/97	4. REQUISITION/PROJECT NO. RES-97-047
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch 1		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Division of Contracts, T-712 Washington, DC 20555
7. NAME AND ADDRESS OF CONTRACTOR Performance, Safety and Health Associates, Inc. Post Office Box 30, 129 Harris Avenue Boalsburg, Pennsylvania 16827 Principal Investigator/Technical Contact: Valerie Barnes Telephone No: 814-466-6180		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT None
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		
11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission Office of Nuclear Regulatory Res.	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting & Finance Commercial Payments Section; T-9E2 Washington, DC 20555	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] [] 41 U.S.C. 253(c) []		
14. ACCOUNTING AND APPROPRIATION DATA 76015115010 W6528 31X0200.760 252A RES-C97-010 Amount Obligated: \$126,652.27		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT
The contractor shall provide services as specified under Section C of the contract and in accordance with the terms and conditions contained herein. See Schedule		
15G. TOTAL AMOUNT OF CONTRACT		\$126,652.27

DR02
D/1

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

Prescribed by GSA



300046

AWARD/CONTRACT

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PDR CONTR
NRC-04-97-047 PDR

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DESCRIPTION

PAGE(S)

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

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

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

20A. NAME OF CONTRACTING OFFICER

Mary H. Mace

19B. NAME OF CONTRACTOR
by Lalene E. Barnes
(Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA
by Mary H. Mace
(Signature of Contracting Officer)

19C. DATE SIGNED 6-22-97

20C. DATE SIGNED 6-26-97

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Root Cause Investigation Improvements

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this contract is to improve the ability of the Nuclear Regulatory Commission's (NRC) inspection staff in their determination of the root causes of human performance related events by upgrading the Human Performance Investigation Process (HPIP) module(s).

[End of Clause]

B.3 SCHEDULE OF COSTS

The estimated costs for the basic contract period and optional tasks exercised) are shown below:

Item	Estimated Cost	Fixed Fee	Total CPFF
Base Period - Tasks 1-4			
Task 1 Document Review	\$ 24,349.41	\$ 2,191.45	\$ 26,540.86
Task 2 On-Site Invest. Utilizing HPIP	\$ 22,920.77	\$ 2,062.87	\$ 24,983.64
Task 3 Survey Plan and Design Develop.	\$ 26,837.66	\$ 2,415.39	\$ 29,253.05
Task 4 Survey Applicat. and Analysis of Results	\$ 42,086.90	\$ 3,787.82	\$ 45,874.72
Total Base Period	\$116,194.74	\$10,457.53	\$126,652.27
Option 1 - Task 5 Modify HPIP Communications Module	\$ 26,794.56	\$ 2,411.51	\$ 29,206.07
Task 6 Pilot-test HPIP Communications Module	\$ 35,503.20	\$ 3,195.29	\$ 38,698.49

B.3 (Continued)

Total (Tasks 5 & 6)	\$ 62,297.76	\$ 5,606.80	\$ 67,904.56
Option 2 - Task 7 Revise HPIP Communications Module	\$ 23,868.74	\$ 2,148.19	\$26,016.93
Option 3 - Task 8 Describe Approach for Enhancing other HPIP Modules	\$ 14,054.02	\$ 1,264.86	\$15,318.88
Option 4 - Task 9 Present Research Results	\$ 8,290.27	\$ 746.12	\$ 9,036.39
Total Options 5-9	\$108,510.79	\$ 9,765.97	\$118,276.76
Grand Total Tasks 1-9	\$224,705.53	\$20,223.50	\$244,929.03

[End of Clause]

B.4**CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE
(JUN 1988) ALTERNATE I (JUN 1991)**

- (a) The total estimated cost to the Government for full performance of this contract is \$126,652.27, of which the sum of \$116,194.74 represents the estimated reimbursable costs, and of which \$10,457.53 represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to this contract is \$126,652.27, of which the sum of \$116,194.74 represents the estimated reimbursable costs, and of which \$10,457.53 represents the fixed fee.
- (d) It is estimated that the amount currently allotted will cover performance through 02/15/98.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND**

A standard investigation process, the HPIP, was developed for use by the NRC personnel when investigating human performance related events at nuclear power plants. HPIP is a systematic investigation process combining procedures and field practices, experience, NRC human performance research, and investigation techniques from nuclear and other applications. HPIP consists of six investigation modules (Procedures, Training, Verbal Communications, Organizational Factors, Human Engineering, and Supervision). HPIP is used by NRC resident and regional inspectors and by headquarters personnel for investigations of human performance problems at nuclear power plants. Several years of experience in applying HPIP has demonstrated that the process has provided important insights regarding human performance contributions to events. However, this experience has also shown that modifications could improve HPIP's ability to identify root causes of the human performance problems.

To improve the ability of NRC inspection staff in their determination of the root causes of human performance related events, an upgrade to the HPIP modules is proposed. Determining the root causes of human performance contributions to events would guide the resolution of safety problems and would also provide an improved assessment of nuclear power plant corrective action plans which address the root causes of these events.

This project focuses on the enhancement of one of the HPIP modules "Communications." This module was selected for enhancement due to the fact that communications is cited as a contributing factor in as many as 35% of Licensee Event Reports (LERs) involving human performance problems. In addition, products recently developed through NRC research and technical assistance activities focus on communications issues; the information they provide will be applied to the HPIP communications module enhancement. Based on the knowledge gained from the enhancement of the HPIP Communications module, other HPIP modules may be considered for modification.

C.2 WORK REQUIREMENTS**Task 1.0: Document Review**

1.1 The contractor shall become thoroughly familiar with HPIP and its development documentation (NUREG/CR-5455, Vols. 1, 2, and 3) and other NRC research and technical assistance products related to "Communications" issues at nuclear power plants.

C.2 (Continued)

1.2 The contractor shall conduct a review and analysis of state-of-the-art root cause investigation methodologies since the review documented in NUREG/CR-5455 and evaluate them for their applicability to HPIP.

1.3 The contractor shall submit a technical letter report to the NRC Project Manager on the review and analysis undertaken in Subtask 1.2.

Estimated completion date: 3 months after contract award
Estimated level of effort: 2.0 staff months

Task 2.0: On-site Investigation Utilizing HPIP

2.1 The contractor shall participate with NRC inspection staff in an on-site investigation when they are applying HPIP to learn first-hand how it is applied and to gain insight into HPIP's strengths and weaknesses. In the event that participation in an on-site investigation is not feasible, the contractor shall provide an alternative method(s) to gain insight into HPIP.

2.2 The contractor shall submit a technical letter report to the NRC Project Officer describing the insights gained about the strengths and weaknesses of HPIP from Subtask 2.1 above.

Estimated completion date: 2 months after initiation of Task 2
Estimated level of effort: 1.5 staff months

Task 3.0: Survey Plan and Design Development

3.1 The contractor shall develop interview protocols to survey NRC regional and headquarters staff and NRC contractors who have applied HPIP, and NRC Technical Training Division HPIP trainers. The contractor shall develop a survey plan which includes criteria for selection of the survey participants, the number and type of individuals to be surveyed to achieve a representative sample, and the proposed analysis. The interview protocols should ensure that they will provide information about the strengths and weaknesses of all elements of HPIP and potential improvements.

3.2 The contractor shall submit a draft of the interview protocols and survey plan to the NRC Project Officer for review. Based on NRC's comments, the contractor shall revise the interview protocols and survey plan as necessary and submit the final plan to the NRC Project Officer for approval.

Estimated completion date: 4 months after contract award
Estimated level of effort: 2.0 staff months

Task 4.0: Survey Application and Analysis of Results

C.2 (Continued)

4.1 The contractor shall administer the survey in accordance with the survey plan.

4.2 The contractor shall analyze the information gained from the survey and provide a description of their analysis and its results in a technical letter report to the NRC Project Officer. In addition, the letter report shall describe the contractor's proposed changes to the HPIP Communications module and the basis for these changes.

Estimated completion date: 8 months after contract award
Estimated level of effort: 3.0 staff months

C.3 OPTIONAL TASKS

The NRC may, by modification of the contract, exercise the following options:

OPTION 1**Task 5.0: Modify HPIP Communications Module**

5.1 Based on knowledge gained from the preceding tasks and the NRC Project Officer's comments, the contractor shall revise the HPIP Communications module.

5.2 The contractor shall submit the draft module in a technical letter report to the NRC Project Officer for review and comment. The contractor shall revise the module as necessary based on NRC's comments and submit the final Communications module for the NRC Project Officer's approval.

Estimated completion date: 3 months after exercise of Option 1
Estimated level of effort: 2.0 staff months

Task 6.0: Pilot-test HPIP Communications Module

6.1 The contractor shall develop a plan for pilot-testing the enhanced HPIP Communications module and submit the plan to the NRC Project Officer for review. Based on NRC's review and comments, the contractor shall revise the pilot-test plan as necessary.

6.2 The contractor shall conduct the pilot-test.

6.3 The contractor shall analyze the results of the pilot-test and provide the analysis results in a technical letter report to the NRC Project Officer. The report shall also include suggested modifications to the enhanced module based on the analysis.

Estimated completion date: 6 months after exercise of Option 1

C.3 (Continued)

Estimated level of effort: 2.5 staff months

OPTION 2

Task 7.0: Revise HPIP Communications Module

7.1 Based on the pilot-test and NRC's comments on the suggested modifications, the contractor shall revise the module as necessary and submit the revised module in a draft NUREG/CR Report to the NRC Project Officer for review.

Following NRC's review and comment, the contractor shall make changes to the revised module as necessary and submit to the NRC Project Officer, a final camera-ready report for publication as a NUREG/CR.

Estimated completion date: 3 months after exercise of Option 2
Estimated level of effort: 2.0 staff months

OPTION 3

Task 8.0: Describe Approach for Enhancing other HPIP Modules

8.1 Based on the knowledge and experience gained from the HPIP Communications module enhancement, the contractor shall describe an approach for modifying the other HPIP modules.

8.2 The contractor shall submit the description of the suggested approach in a technical letter report to the NRC Project Officer.

Estimated completion date: 1 month after exercise of Option 3
Estimated level of effort: 1.0 staff months

OPTION 4

Task 9.0: Present Research Results

9.1 The contractor shall prepare a technical paper based on results received from research performed under previous tasks and submit it to the NRC Project Officer for approval prior to presentation at an NRC specified conference.

9.2 The contractor shall present the technical paper developed under Subtask 9.1 at an NRC specified conference.

Estimated completion date: 1 month after exercise of Option 4
Estimated level of effort: .5 staff months

Based on information provided to the NRC from the contractor under Option 3 of this contract, the NRC, at its discretion, may require the contractor to upgrade other HPIP modules by modifying the

C.3 (Continued)

contract in accordance with Federal Acquisition Regulation Clause 52.243-2, entitled "Changes-Cost Reimbursement."

[End of Clause]

C.4 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]

C.5 MEETINGS AND TRAVEL

The following travel is anticipated under this contract:

Task 1.0: Document Review

One trip for one person for two days to Rockville, MD for a project kick-off meeting with the NRC Project Officer and other invited NRC staff.

Task 2.0: On-site Investigation Utilizing HPIP or Alternative Approach

One trip for one person for 4 days to a Nuclear Power Plant to gain first-hand knowledge of HPIP application or one trip to implement the alternative approach.

Task 4.0: Administer Survey

One trip for one person for two days to Rockville, MD to administer the survey to NRC personnel who have used HPIP.

Two trips for one person for two days each to NRC Regions to administer survey to inspectors who have used HPIP.

One trip for one person for two days to NRC Technical Training Center, Chattanooga, TN to administer survey to HPIP trainers.

Task 6.0: Pilot-test Enhanced HPIP Communications Module

C.5 (Continued)

One trip for one person for two days to a Nuclear Power Plant to pilot-test the HPIP module

Task 8.0: Approach for Enhancing Other HPIP Modules

One trip for one person for two days to Rockville, MD to present results to NRC staff.

Task 9.0: Present Research Results

One trip for one person for two days to present a technical paper at an NRC-specified meeting.

To ensure all offerors are on equal footing regarding travel, all offerors shall propose \$1,200 for each trip.

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.3 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

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

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

F.3 (Continued)

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

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

[End of Clause]

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

The contractor shall provide a monthly Financial Status Report to the NRC Project Officer and NRC Contracting Officer. In addition, a copy of this report shall be provided to the following individuals:

U.S. Nuclear Regulatory Commission
M. Wayne Hodges, Director
Division of Systems Technology
Attn: Management Analyst
Mailstop: T-10-E-37
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Franklin D. Coffman, Jr., Chief
Control, Instrumentation and Human
Factors Branch
Mailstop: T-10-E-33
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Julius J. Persensky, Assistant Chief
Control, Instrumentation and Human
Factors Branch
Mailstop: T-10-E-33
Washington, DC 20555

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.

F.4 (Continued)

- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of funds 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, if applicable:
 - (1) List property acquired for the project during the month with an acquisition cost of \$100 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

F.4 (Continued)

equipment which is part of a "system or system unit."

- (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more (\$5,000 or more if purchased prior to October 1, 1995) showing the above information.
- (4) In the final monthly status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status:

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

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

[End of Clause]

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

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

(a) Project Officer (Three copies)

U.S. Nuclear Regulatory Commission
Office of Nuclear Regulatory Research
Division of Systems Technology
N-10-E-33
Washington, DC 20555

(b) Contracting Officer (1 copy)

[End of Clause]

**F.6 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)**

The period of performance for this contract shall commence on 06/23/97 and will expire on 02/22/98. The term of this contract may be extended at the option of the Government for up to an additional eleven months.

[End of Clause]

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

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of 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 but need not endorse them.

[End of Clause]

F.8 SCHEDULE OF DELIVERABLES PER SUBTASK

F.8.1 TECHNICAL REPORTING

- Subtask 1.3 Letter Report describing the review and analysis of state-of-the-art root cause investigation methodologies - 3 months after contract award
- Subtask 2.2 Letter Report describing HPIP evaluation derived from participation in an on-site investigation or alternative approach - 2 months after on-site investigation or alternative approach
- Subtask 3.2 Draft Survey Plan and Design - 3 months after contract award
- Final Survey Plan and Design - 4 months after

F.8.1 (Continued)

- contract award
- Subtask 4.2 Letter Report describing survey results and analysis and proposed changes to the HPIP Communications module - 8 months after contract award
- Subtask 5.2 Draft revised HPIP Communications Module - 1 month after exercise of Option 1
- Final HPIP Communications Module - 3 months after exercise of Option 1
- Subtask 6.1 Draft Pilot-test plan for HPIP Communications Module - 4 months after exercise of Option 1
- Final Pilot-test plan - 5 months after exercise of Option 1
- Subtask 6.3 Letter Report describing the results of the pilot-test and suggested modifications to the HPIP module - 6 months after exercise of Option 1
- Subtask 7.1 Draft NUREG/CR presenting the revised HPIP Communications Module - 1 month after exercise of Option 2
- Final camera-ready NUREG/CR - 3 months after exercise of Option 2
- Subtask 8.2 Letter Report describing an approach for enhancing other HPIP modules - 1 month after exercise of Option 3
- Subtask 9.1 Technical Paper based on results received from research performed under previous tasks - 1 month after exercise of Option 4

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: Isabelle Schoenfeld

Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Regulatory Research
Division of Systems Technology
T-10-E-33
Washington, DC 20555

Telephone Number: 301-415-6778

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the contractual statement of work.
 - (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total

G.1 (Continued)

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

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

G.1 (Continued)

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

[End of Clause]

G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT
- ALTERNATE 1 (JAN 1993)

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

G.2 (Continued)

(End of Clause)

G.3 NRCAR 2052.216-73 INDIRECT COST RATES -
ALTERNATE 2 (JAN 1993)

- (a) For this contract, the amount reimbursable for indirect costs is as follows:

G.4

[REDACTED]

- (b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rates, the rates established by the cognizant audits must apply. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

(End of Clause)

G.5 USE OF AUTOMATED CLEARING HOUSE (ACH)
ELECTRONIC PAYMENT

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment."

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

G.5 (Continued)

begin to receive payments electronically via Vendor Express/ACH.

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

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 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 (1987)), 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 (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:

Valerie Barnes
Brian Haagensen

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]

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 CONTRACT SECURITY REQUIREMENTS FOR ACCESS TO NUCLEAR POWER PLANTS (FEB 1995)

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

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

H.4 (Continued)

procedures:

A. Temporary Approval

- (a) The contractor shall submit the following information to the NRC Division of Security (SEC) through the NRC Project Officer within thirty (30) calendar days following contract award, modification, or proposal of new personnel for contract tasks requiring unescorted access: a completed Personnel Security Forms Packet, including an SF-86, "Questionnaire for Sensitive Positions (For National Security);" copies of the contractor's five-year employment and education history checks, including verification of highest degree obtained; a reference from at least one additional person not provided by the individual; results of a psychological evaluation; and a certification that the contractor has found all checks acceptable. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, shall be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF-86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope.

Or,

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

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

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

B. Final Approval

- (a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's access at all nuclear facilities for the life of the contract, or
- (b) The contractor has obtained access authorization (other than temporary access) at the specific facility through that utility's access authorization program, or
- (c) The individual possesses a valid government issued clearance

H.4 (Continued)

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

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

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

The contractor shall submit to SEC through the Project Officer for each contractor individual submitted/approved for access under the provisions of Sections A and B above, a signed NRC form 570, "Access Authorization Acknowledgment" from the individual that he or she understands his or her responsibility to report to the NRC, Division of Security, Personnel Security Branch, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria".

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

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Exhibit 11, Management Directive 12.3. Based on the review of the applicant's security forms by SEC and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by SEC of

H.4 (Continued)

new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness-for-Duty program.

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

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

[End of Clause]

H.5 NRC FURNISHED MATERIAL

The NRC Project Officer will provide the contractor with the following documents upon contract award:

- NUREG/CR-5455 Volumes 1, 2, and 3 - NUREG/CR-1545
- NRC Contract No. 04-91-071 (Task Order No. 8) Technical Letter Reports
- Investigative Procedure (IP) 81088
- IP 40500

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
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997
52.216-8	FIXED FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL 1996
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISADVANTAGED VETERANS OF THE VIETNAM WAR	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR SPECIAL HANDICAPPED VETERANS	APR 1984
52.222-37	EMPLOYMENT OF SPECIAL DISABLED VETERANS OF THE VIETNAM WAR	JAN 1988

I.1 (Continued)

NUMBER	TITLE	DATE
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
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 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
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
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or

I.2 (Continued)

elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

[End of Clause]

I.3 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

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

[End of Clause]

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE
CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 19 months.

[End of Clause]

I.5 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;