

**OFFICIAL USE ONLY - SENSITIVE INTERNAL INFORMATION**

October 25, 2007

The Honorable Edward J. Markey  
United States House of Representatives  
Washington, D.C. 20515

Dear Congressman Markey:

On behalf of the U.S. Nuclear Regulatory Commission (NRC), I am responding to your letter of September 24, 2007, concerning a recently awarded NRC contract to Information Systems Laboratories, Inc. (ISL) to assist NRC in the review of upcoming applications for new nuclear reactor construction. I want to assure you that the NRC has not delegated its regulatory responsibilities to private contractors nor does the particular contract you cited raise potential organizational conflict-of-interest issues at this time.

I have enclosed for your information documents relating to this technical assistance for new reactor review activities. Please note that some of the enclosures to this letter (Enclosures 1, 2, and 3) contain Official Use Only - Sensitive Internal Information and are not for public disclosure. This request for confidentiality is associated with the need to protect the integrity of the government contracting process and the agency decision-making process. Additionally, the NRC anticipates awarding additional contracts pertaining to the licensing of new reactors and, if released, some of the information could provide a competitive advantage to a potential awardee.

The NRC is utilizing commercial contracts, interagency agreements, and National Laboratory agreements to assist the NRC staff in completing timely reviews for the large number of applications expected to be submitted to the agency beginning in fiscal year 2008 and for succeeding fiscal years. The NRC has determined that these procurements represent the most efficient method of acquiring the substantial technical assistance needed, given the anticipated schedule of submissions and associated timelines for review. These procurements, taken together, constitute one-third of the total level of effort needed to complete new reactor application reviews. All of the procurement packages are task order type agreements under which the contractors will perform only specific tasks identified by the NRC staff.

Enclosures 1-3 transmitted herewith contain  
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of Enclosures 1-3, this document is  
DECONTROLLED.

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ISL is one of the commercial contractors that will be providing technical assistance to the NRC for license application reviews. ISL staff will neither be the sole reviewer of license applications nor be authorized to make final determinations on the acceptability of a license application. On April 20, 2007, NRC Solicitation 03-07-036 was posted seeking, "technical assistance in support of design certification, early site permit, combined license, environmental, and pre-application activities related to new reactor license applications." The solicitation stated clearly that the contractors shall provide support in a wide range of technical and scientific disciplines in accomplishing work-related activities aimed at ensuring the overall safety and adequacy of nuclear power plant design, construction, and operation.

The NRC's decision to award a contract to ISL is consistent with the meaning of "inherently governmental functions" in the Federal Activities Inventory Reform (FAIR) Act (P. L. 105-270); Office of Management and Budget (OMB) Circular A-76 (revised May 29, 2003); and the Federal Acquisition Regulation (FAR) Subpart 7.5. The Fair Act Section 5 (c) defines functions not normally included within the term "inherently governmental functions," including "gathering information for or providing advice, opinions, recommendations or ideas to Government officials." OMB Circular A-76, Attachment B, states that an activity may be provided by contract support (e.g., private sector source) where the contractor does not have the authority to decide on the course of action but is tasked to develop options or implement a course of action, with agency oversight. The FAR Subpart 7.5 list of activities considered not inherently governmental includes services that involve or relate to analyses, feasibility studies, and strategy options to be used by agency personnel in developing policy.

Under the contract with ISL, task orders may be issued for technical support in the areas of pre-application, design certifications, early site permit /environmental impact statement, combined license, and regulatory infrastructure for the Westinghouse AP1000 design. The above task order areas all fall within the FAR Subpart 7.5 listing of activities that focus on expressly allowable analyses and technical support services. Therefore, the NRC does not believe that activities described in the ISL contract statement of work constitute inherently governmental functions.

With respect to your concerns about conflict-of-interest, the NRC is required by statute to avoid organizational conflicts of interest (OCOI) with respect to its contracts, agreements, and arrangements. The NRC complies with its OCOI regulations by requiring prospective contractors/subcontractors (other than a supply subcontractor) and consultants to disclose to the NRC projects being performed in the same or similar technical areas for NRC licensees, vendors, industry groups, or research institutes, and to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) that give rise to potential or actual conflicts of interest both in the event of contract award and during the resulting contract performance. Each contractor, subcontractor, and consultant disclosure submitted to NRC is reviewed and evaluated by the NRC on a case-by-case basis. In this regard, all offers submitted under NRC Solicitation 03-07-036 were reviewed and evaluated for potential or actual OCOI. ISL is under a continuing obligation to disclose, during contract performance, all prospective work for others as defined in 48 C.F.R. 2009.570-2 (2007), that may give rise to an OCOI after award.

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The Commission is closely monitoring all work related to new reactor license applications, including the use of technical support contracts. I have specifically directed the NRC staff to provide progress reports on this work to the Commission. In addition, the staff is also required to inform the Chairman of any significant changes to the ISL or other new reactor contracts during the period of performance for this work.

I note that the potential scope of your document request is quite broad and could require substantial, additional effort to provide all possible information of the types requested. I hope, however, that this reply and the enclosed material are sufficient to address your concerns.

If you have any further questions regarding this matter, please contact me.

Sincerely,

*/RA/*

Dale E. Klein

Enclosures:

1. SECY-07-0009, Procurement Strategy  
for Contracts and DOE Laboratory  
Technical Assistance Activities  
Supporting Combined License Applications,  
dated January 11, 2007
2. Memorandum from L.A. Reyes to Chairman Klein,  
Subject: Chairman Approval of an Acquisition for  
Technical Assistance In Support of Design Certi-  
fication, Early Site Permit, Combined License,  
Environmental and Pre-Application Activities  
Related to New Reactor License Applications,  
dated March 21, 2007
3. Memorandum from Chairman Klein to L.A. Reyes,  
Subject: Chairman Approval of an Acquisition for  
Technical Assistance In Support of Design Certi-  
fication, Early Site Permit, Combined License,  
Environmental and Pre-Application Activities  
Related to New Reactor License Applications,  
dated March 28, 2007
4. Vendors Federal Business Opportunities  
Technical Assistance in Support of Design  
Certification, Early Site Permit, Combined  
Licensee, Environmental, and Pre-Application  
Activities Related to New Reactor License  
Applications (Solicitation)

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5. Standard Form 26, Award/Contract for Information Systems-Laboratories, Inc., dated September 7, 2007
6. Standard Form 26, Award/Contract for N J Numark Inc., Numark Associates, dated September 7, 2007
7. Standard Form 26, Award/Contract for Energy Research Inc., dated September 7, 2007
8. Standard Form 26, Award/Contract for Energy Research Inc., dated September 13, 2007
9. Official Transcript of New Reactor License Applications Pre-Proposal Conference, Tuesday, May 1, 2007
10. Slides, Pre-Proposal Conference, May 1, 2007  
Subject: Technical Assistance in Support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-Application Activities Related to New Reactor License Applications

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List of documents that should not be released to the public:

- Enclosure 1: SECY-07-0009, Procurement Strategy for Contracts and DOE Laboratory Technical Assistance Activities Supporting Combined License Applications, dated January 11, 2007.
- Enclosure 2: Memorandum from L.A. Reyes to Chairman Klein, Subject: Chairman Approval of an Acquisition for Technical Assistance In Support of Design Certification, Early Site Permit, Combined License, Environmental and Pre-Application Activities Related to New Reactor License Applications, dated March 21, 2007.
- Enclosure 3: Memorandum from Chairman Klein to L.A. Reyes, Subject: Chairman Approval of an Acquisition for Technical Assistance In Support of Design Certification, Early Site Permit, Combined License, Environmental and Pre-Application Activities Related to New Reactor License Applications, dated March 28, 2007.

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# Vendors

Federal Business Opportunities

## R – Technical Assistance In Support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-Application Activities Related to New Reactor License Applications

03-07-036

Any inconsistency between the original printed document and the disk or electronic document shall be resolved by giving precedence to the printed document. If you have any questions, please contact Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov) If you need document viewers, please try the following [Document Viewer List](#).

### ➔ Solicitation 01 (Posted on Apr 20, 2007)

Description	Size (Bytes)	File Format
<a href="#">Attachment 1, Guidance for Development of RAIs</a>	35,840	Microsoft Word
<a href="#">Attachment 10, Organizational Conflicts of Interest</a>	57,856	Microsoft Word
<a href="#">Attachment 11, Page 1, Skill Sets Matrix</a>	21,504	Microsoft Word
<a href="#">Attachment 11, Page 2, Skill Sets Matrix</a>	66,048	Microsoft Excel
<a href="#">Attachment 2, Task Order Staffing Plan Format</a>	28,672	Microsoft Word
<a href="#">Attachment 3, Task Order Project Plan Format</a>	33,792	Microsoft Word
<a href="#">Attachment 4, Performance Evaluation Plan</a>	48,640	Microsoft Word
<a href="#">Attachment 5, Performance Requirements Summary</a>	33,280	Microsoft Word
<a href="#">Attachment 6, Monthly Letter Status Report</a>	52,736	Microsoft Word
<a href="#">Attachment 7, Billing Instructions for Cost Reimbursement Contracts</a>	64,000	Microsoft Word
<a href="#">Attachment 8, Qualification Statement</a>	41,472	Microsoft Word
<a href="#">Attachment 9, Contractor Spending Plan</a>	35,328	Microsoft Word
<a href="#">SOLICITATION/RFP</a>	658,872	Microsoft Word
<a href="#">Small Business Subcontracting Plan</a>	73,728	Microsoft Word
<a href="#">All Files</a>	192,838	Zip Compression

### ➔ Amendment 01 (Posted on May 03, 2007)

Description	Size (Bytes)	File Format
<a href="#">Q&amp;A</a>	107,520	Microsoft Word
<a href="#">All Files</a>	23,009	Zip Compression

### ➔ Power Point Presentation from the Preproposal Conference held on 5/1/07 01 (Posted on May 03, 2007)

Description	Size (Bytes)	File Format
<a href="#">Power Point Presentation from the Preproposal Conference held on 5/1/07</a>	3,713,922	Adobe PDF
<a href="#">All Files</a>	2,320,861	Zip Compression

### Amendment 02 (Posted on May 03, 2007)

Description	Size (Bytes)	File Format
<u>Attachment 8, Revised Qualification Statement</u>	41,472	Microsoft Word
<u>All Files</u>	5,613	Zip Compression

➡ **CONFERENCE ATTENDEES SIGN-IN SHEETS 01** *(Posted on May 03, 2007)*

Description	Size (Bytes)	File Format
<u>Conference Attendees sign-in Sheet</u>	459,961	Adobe PDF
<u>All Files</u>	349,380	Zip Compression

➡ **Amendment 03** *(Posted on May 04, 2007)*

Description	Size (Bytes)	File Format
<u>Responses to Additional OCOI related Questions</u>	28,160	Microsoft Word
<u>All Files</u>	5,210	Zip Compression

➡ **Amendment 04** *(Posted on May 09, 2007)*

Description	Size (Bytes)	File Format
<u>Preproposal Conference Transcript</u>	118,799	Adobe PDF
<u>Section I.1. clauses applicable to the small business set aside portion of the solicitation</u>	20,811	Microsoft Word
<u>All Files</u>	98,304	Zip Compression

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**Vendors** ★  
Federal Business Opportunities



# **R -- Technical Assistance in Support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-Application Activities Related to New Reactor License Applications**

- Synopsis - Posted on Apr 04, 2007
- Modification 01 - Posted on Apr 17, 2007
- Solicitation 01 - Posted on Apr 20, 2007
- Modification 02 - Posted on Apr 27, 2007
- Power Point Presentation from the Preproposal Conference held on 5/1/07 01 - Posted on May 03, 2007
- Amendment 02 - Posted on May 03, 2007
- CONFERENCE ATTENDEES SIGN-IN SHEETS 01 - Posted on May 03, 2007
- Modification 03 - Posted on May 03, 2007
- Amendment 01 - Posted on May 03, 2007
- Amendment 03 - Posted on May 04, 2007
- Modification 04 - Posted on May 04, 2007
- Amendment 04 - Posted on May 09, 2007

## **General Information**

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Classification Code: R -- Professional, administrative, and management support services  
Naics Code: 541990 -- All Other Professional, Scientific, and Technical Services

**Contracting Office Address**

Nuclear Regulatory Commission, Office of Administration, Division of Contracts, 11545 Rockville Pike,  
Rockville, MD, 20852-2738, UNITED STATES

**Description**

The purpose of this modification is to 1) amend the solicitation to include Section I.1 clauses applicable to the small business set aside portion of the solicitation; 2) notify offerors that the transcript from the preproposal conference held on 5/1/07 has been uploaded and made available to interested offerors.

**Original Point of Contact**

Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov) -  
Carolyn Cooper, Senior Contract Specialist, Phone (301) 415-6737, Fax (301) 415-8157, Email [cac3@nrc.gov](mailto:cac3@nrc.gov)

**Current Point of Contact**

Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov)

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**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER	SEP 2006

52.222-36	ELIGIBLE VETERANS AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
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
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991



## R -- Technical Assistance in Support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-Application Activities Related to New Reactor License Applications

- Synopsis - Posted on Apr 04, 2007
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- Solicitation 01 - Posted on Apr 20, 2007
- Modification 02 - Posted on Apr 27, 2007
- CONFERENCE ATTENDEES SIGN-IN SHEETS 01 - Posted on May 03, 2007
- Modification 03 - Posted on May 03, 2007
- Amendment 02 - Posted on May 03, 2007
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- Amendment 01 - Posted on May 03, 2007
- Amendment 03 - Posted on May 04, 2007

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Classification Code: R -- Professional, administrative, and management support services

Naics Code: 541990 -- All Other Professional, Scientific, and Technical Services

**Contracting Office Address**

Nuclear Regulatory Commission, Office of Administration, Division of Contracts, 11545 Rockville Pike, Rockville, MD, 20852-2738, UNITED STATES

**Description**

The purpose of this modification is to provide answers to additional OCOI questions generated in response to this solicitation.

**Original Point of Contact**

Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov) - Carolyn Cooper, Senior Contract Specialist, Phone (301) 415-6737, Fax (301) 415-8157, Email [cac3@nrc.gov](mailto:cac3@nrc.gov)

**Current Point of Contact**

Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov)

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There is residual uncertainty in NRC's guidance that relates to what NRC means by the terms 'site,' 'technical area,' and 'matter.'

- 1. Question: Suppose an offeror provides services relating to fracture mechanics (one of the specialized technical areas listed in C.5.2.b) to a licensee at their sites that have existing licensed plants. This utility is planning a COL application for a unit at a separate site, for which the offeror is providing no services. Would there be a conflict if the offeror continued to provide fracture mechanics services to the other sites while also supporting NRC in the review of that licensee's COL application?**

Answer: Yes, for several reasons. (A) The SOW contemplates the COL review to include work in the technical area of fracture mechanics. Please see solicitation section H.3 [c] Work for Others, (1), (3). Subsection (3) specifies that a contractor may not concurrently perform work in the same technical area for both NRC and a licensee or applicant organization for the task life plus one year. See also, Attachment 10, 2009.570-3 (b)(1)(i). (B) In addition, (and even if fracture mechanics were later eliminated from the SOW), a financial tie to a licensee organization gives rise to an OCOI per H.3 (a)(1). See also, Attachment 10, 2009.570-3 (b)(1)(iv).

- 2. Question: Would the answer be different if the COL application is for a new unit at one of the licensee's existing sites, where the offeror continues to provide services to the existing units for the utility and avoids providing these specific services for the proposed new unit?**

Answer: No, the answer would not be different. See, H.3(a)(1) and Attachment 10, 2009.570-3 (b)(1)(iv).

- 3. Question: Subpart 2009.570-3(b)(1)(i) indicates that an offeror advising NRC in the same technical area in which it provides consulting assistance to any NRC licensee could give rise to OCI. In this RFP, the Specialized Technical Areas are very wide-ranging (Section C., Item 5.2(b)). Please confirm that the RFP's list of Specialized Technical Areas are defined within the scope of new reactor licensing, i.e., advising NRC in these areas under this contract would not be in conflict with advising a licensee with respect to one of these areas if it was outside the scope of new reactor licensing.**

Answer: The list of specialized technical areas are not necessarily confined to new reactor licensing. Broad disciplines such as structural, mechanical, electrical (also referred to in Section C, Item 5.2(a)) - would likely be viewed as within new reactor licensing. However, a contractor's work in more specific technical areas, e.g., seismology, fire protection, dose assessment, may overlap into areas outside of reactor licensing, and give rise to an OCOI in connection with, e.g., same technical area or evaluation of own services per 2009.570-3(b)(i)(iii). OCOI determinations are made on a case-by-case basis. See Attachment 10, 2009.570-1 (b) and 2009.570-3 (2).

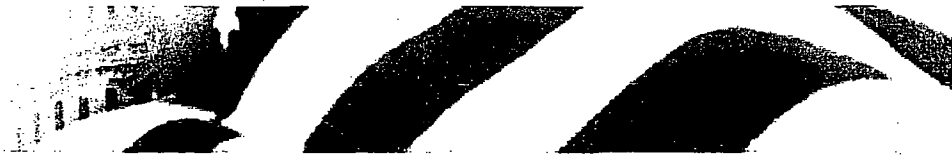
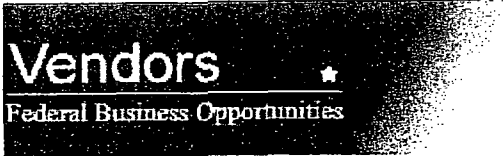
- 4. Question: One utility is contemplating applying for a license for a partially completed plant under 10CFR50 and being a COL applicant for a different site.**

**Would there be a conflict in providing consulting services to the utility's 10CFR50 unit while supporting NRC in the review of the COL application?**

Answer: See Section H.3 (a)(1); Attachment 10, 2009.570-3 (b)(1)(iv); 2009.570-3 (c)(9). Even though the facts presented contemplate a 10 CFR Part 50 site and a new COL site, these factors create the potential for financial loyalty to the utility that might bias the technical judgment of the contractor.

- 5. Question: Is 'matter' defined as a specific COL application, or is it defined in a broader aspect (i.e., any work relating to new reactor licensing)?**

Answer: Yes, "matter" would be a specific COL application.



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Naics Code: 541990 -- All Other Professional, Scientific, and Technical Services

**Contracting Office Address**

Nuclear Regulatory Commission, Office of Administration, Division of Contracts, 11545 Rockville Pike, Rockville, MD, 20852-2738, UNITED STATES

**Description**

The purpose of this modification is to: (1) Provide answers to the questions generated in response to this solicitation; and (2) Replace Attachment 8, Qualification Statement with a revised Attachment 8 which expands offeror's corporate work experience from three years to five years.

The powerpoint presentation from the preproposal conference held on 05/01/07, and the attendance sign-in sheet for the conference have also been uploaded and made available to interested offerors.

**Original Point of Contact**

Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov) - Carolyn Cooper, Senior Contract Specialist, Phone (301) 415-6737, Fax (301) 415-8157, Email [cac3@nrc.gov](mailto:cac3@nrc.gov)

**Current Point of Contact**

Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov)

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### ***Business Questions:***

**1. Question: An Earned Value Management System (EVMS) is more typically applied to capital projects or large technical projects involving extensive PERT networks and GANTT schedules. It can be labor and cost intensive with only marginal benefit to managers when applied to task order type activities. Can you describe the NRC's vision for its application to these contracts.**

**Would an EVMS require eventual certification in all cases?**

Answer: The solicitation has been amended to delete Section H.1., 52.234-4, Earned Value Management System (JUL 2006).

**2. Question: If the NRC were to require a contractor to prepare an Earned Value Management System (EVMS) Plan to comply with Section H.1, would the NRC issue a task order covering the preparation of the Plan?**

Answer: As stated in response to Question 1 above, the solicitation has been amended to delete Section H.1., 52.234-4, Earned Value Management System (JUL 2006).

**3. Section H.1(c) discusses an Integrated Baseline Review. Can you elaborate on which particular management system tools or processes this review will focus on and whether it will be done at the contract level or task level?**

Answer: As stated in Question 1 above, the solicitation has been amended to delete Section H.1., 52.234-4, Earned Value Management System (JUL 2006).

**4. Question: H.14., SECURITY: This section references an attached Form 187. Please provide this document.**

Answer: The solicitation has been amended to delete Section H.14, 2052.204-70, SECURITY (MAR 2004). Therefore, NRC Form 187 is deleted from the solicitation.

**5. Question: Section H.15., Security Requirements for Access to Classified Matter or Information: The requirement for contractor personnel to hold either a Q or L security clearance seems unnecessarily restrictive. Applicant personnel developing and submitting design information may not possess such clearances. Please define what types of classified matter or information will need to be accessed by the Contractor, and please clarify what security provisions will apply to the contract.**

Answer: The solicitation has been amended to delete Section H.15., Security Requirements for Access to Classified Matter or Information (February 2004).

**6. Question: With regard to RFP Section H.15 (Security Requirements for Access to Classified Matter or Information), do security clearances need to be in place in order to qualify to submit a bid; or should the proposed personnel be eligible for security clearances, and individual applications will be processed at a later date after contract award? Furthermore, does every individual involved in the proposal need to be eligible for clearance, irrespective of planned involvement and technical discipline?**

Answer: Please see response to Question 5 above.

**7. Question: Section H.17, Security Requirements for Information Technology Access Approval: This section indicates that the NRC sponsoring office will make a "determination of the level, if any, of IT approval required for all individuals working under this contract." How does NRC envision providing documents to the Contractor for review under the contract?**

Answer: The solicitation has been amended to delete Section H.17., Security Requirements for Information Technology Access Approval (February 2004).

**8. Question: Section L.9, Level of Effort: Does the NRC intend to obtain contractor technical support with respect to the MHI USAPWR Design?**

Answer: The MHI USAPWR design falls outside the scope of this solicitation. NRC will make a determination at a later date as to how to proceed with the requirement for the MHI USAPWR design.

**9. Question: We are aware of on-going pre-proposal activities for the Mitsubishi US APWR, as well as the notice provided by TXU of its intent to submit a COLA based on this technology in late 2008. Is support of this design included in the scope of this RFP? If so, please clarify the relevant sections of the document.**

Answer: As stated in response to Question 6 above, the MHI USAPWR design falls outside the scope of this solicitation. NRC will make a determination at a later date as to how to proceed with the requirement for the MHI USAPWR design.

**10. Question: Section L.15.e., Cost Proposal Instructions: Please confirm that offerors have the option of submitting proposals for less than three design centers.**

Answer: Yes, the offerors have the option of submitting for less than three design centers.

**11. Question: As an alternate to the proposed Cost plus Fixed Fee structure described in the RFP, would NRC consider a fixed unit rate/GSA rate schedule approach? This would substantially reduce the administrative effort required.**

Answer: The NRC has determined that a cost reimbursement contract best fits this requirement. Therefore, GSA prices are not applicable. In addition, the successful bidder must have an approved cost accounting system for tracking of cost reimbursement contracts.

**12. Question: Section L.10 of the RFP (Meetings and Travel) provides Not-to-Exceed (NTE) Travel Costs per reactor design center, per year:**

- (a) Are the travel cost estimates listed in the RFP, intended to be actual costs, or are these estimates to be inclusive of company burden rates?
- (b) Is the \$1400 estimate listed in the RFP intended to be for round trip airfare only, or should this be used as the total cost estimate per trip?
- (c) Does the NRC expect a travel breakdown (i.e., number of trips, number of days per trip, airfare, per diem, etc.), or can the offeror use the number listed in the RFP for each reactor design center as the ceiling for estimated travel costs?

Answer: (a) The travel estimates in Section L.10 is to provide a uniform assumption for the preparation of a cost proposal. The Not-To-Exceed (NTE) amount stated in L.10 shall be used to represent total travel costs. Actual travel location(s) will be determined at the time of task order

Questions and Answers on Solicitation

award. The selected contractor will submit a cost proposal in response to the task order RFP which will be evaluated by NRC.

(b) Total cost estimate per trip.

(c) At this time, a breakdown is not necessary. See response to Question 12(a) above. Use the figures shown in the RFP for each reactor design center as the ceiling for estimated travel costs. Note that the estimates provided in L.10 is the NTE travel cost for one year. As stated in that section, offerors are asked to assume travel costs in the same amounts for Years 2 through 5.

**13. Question: Section L.9 presents the NRC's estimate of the total effort for the project, by reactor type. For purposes of costing, should this level of effort be evenly distributed over the 5-year period of performance?**

Answer: Yes.

**14. Question: In Section L.15(e), the next-to-last bullet instructs the offerors to express the level of effort data in staff hours for each category and level of management, technical and support staff personnel. Presumably, the categories are those specified in L.9. What are the levels?**

Answer: Lead, Senior, Junior

**15. Question: Section L.15(b) states that the offeror must submit in two separate and distinct parts: Part 1- Solicitation Package/Offer and Part 2 – Cost Proposal. However, there is a section (c) "Written Technical and Management Proposal". Are there in fact three parts to the offeror's submittal?**

Answer: The offerors shall submit their offers in three parts:

Part 1 – Solicitation Package/Offer

Part 2 – Technical Proposal

Part 3 – Cost Proposal

**16. Question: Would NRC consider granting an extension to the proposal due date until June 1, 2007?**

Answer: At the present time, a time extension to the proposal due date is not anticipated.

**17. Question: What should be the assumed contract start date for planning purposes?**

Answer: 08/13/07

**18. Question: Are small businesses allowed to submit their own proposal in addition to teaming with a prime contractor on their proposal?**

Answer: Yes.

**19. Question: How may a single person consulting company participate in the application review process (in a certain expert subject)?**

Questions and Answers on Solicitation

Answer: A single person consulting company may respond to the solicitation, or consider pursuing subcontractor/consultant opportunities with larger companies. The Interested Vendors List (IVL) posted on Fedbizopps provides contact information on potential offerors.

**20. Question: If the offeror is a small business, but submitting a bid for any of the other non-small business side-aside reactor design centers, then:**

- (a) Is there a need to prepare a small business subcontracting plan even though, it is stated on page L-7 of the RFP that a small business participation narrative is not required?**
- (b) How would a small business offering services for one of the non-small business set aside reactor design centers (i.e., AP1000, EPR and ESBWR) be evaluated for "Evaluation Criterion D" of Section M.2 of the RFP?**

Answer: (a) As stated in page L.7 of the RFP, offerors other than small businesses are required to provide a narrative discussion of their plan for utilization of all categories of small businesses.

(b) All offerors would be evaluated based on the composition of the team and the percentage of work proposed to be performed by small businesses.

**21. Question: Section L.15(e) indicates first that "small businesses may submit a cost proposal for all for reactor design centers," and later (second bullet on page L-8) that the cost proposal should include "a separate breakdown of labor hours for each of the five years...for all three design centers (four if small business)." Are small businesses required to provide costing for all four centers, or can they choose to bid only on the set-aside center?**

Answer: No, they can choose to bid only on the set-aside center.

**22. Question: Is a small business category to be one of the four winners ? Such an intention was indicated in the description dated April 4 at the fedbizopps website. However, such is not mentioned in the RFP or related attachments.**

Answer: Section L.3. of the solicitation states that the ABWR design center has been set aside for small business.

**23. Question: Section M: The worth of small business participation is designated as "10 points". The point values of other evaluation factors have not been provided. Do you intend to provide that information?**

Answer: Section M.2. of the solicitation designates points for each of the stated evaluation criteria.

**24. Question: NRC requires a single technical proposal but will award four contracts, one corresponding to each design. Please confirm that proposals will be evaluated against the criteria with respect to individual design centers, i.e. that offerors are not necessarily expected to describe their capabilities relative to all designs.**

Answer: The Statement of Work for all design centers are identical in nature as is the nature of work expected to be performed under each of the four design centers. Proposals will be rated in accordance with the criteria stated in Section in M.2. Offerors may include all pertinent

Questions and Answers on Solicitation

information that apply to the stated evaluation criteria, but are not necessarily expected to describe their capabilities relative to all designs.

**25. Question: Under Section L.14 of the RFP (Proposal Presentation and Format – Alternate 1), the NRC specifies the requirement to submit only one technical proposal, even if multiple reactor design centers are being proposed for consideration by the Commission. If more than one reactor design center is being proposed:**

**(a) Should the technical proposal cover page identify the specific reactor design centers?**

**(b) Would the NRC prefer (i) one package containing a single technical proposal (for multiple reactor design centers), and multiple cost proposals; or (ii) should the offeror provide a complete submittal package per each reactor design center (i.e., each package containing a technical and a cost proposal, or one package containing a technical and multiple additional packages containing the cost proposals for various reactor design center offers separately)?**

Answer: (a) It is up to the offeror to determine whether or not to specify this information on the technical proposal cover page.

(b) As stated in Sections L.15 (d) and L.15 (e), please provide one package containing a single technical proposal (for multiple reactor design centers), and multiple cost proposals.

**26. Question: Section L.15.(d)2 prescribes Attachment 8 as the format for the response, imposes a time horizon of the past three years, and constrains the response to contracts of similar size and scope. We believe that the requirements in Section L.15.(d).2 are more appropriate to Past Performance, whereas Corporate Experience is usually not constrained by time or scope. Moreover, by restricting corporate experience to the past three years, it seems that you are unduly restricting competition.**

Answer: Offerors are requested to complete Attachment 8 in addition to discussing their organization's corporate qualifications and experience in performing contracts of similar size and scope. The solicitation will be amended to "5 years." If an offeror has corporate experience projects that commenced before 5 years whose performance carried over into the 5 years, this is acceptable to present as well.

**27. Question: For a team of companies, is Attachment 8, Qualification Statement meant to be submitted for the lead company or all companies on the team including small business?**

Answer: The qualification statement must be filled out for all companies on the team.

**28. Question: Are there any provisions that would preclude use of qualified staff or subcontractor that are located in Ontario, Canada? Any there any additional regulations that we should be aware of that would preclude use of qualified staff or subcontractor that are located in Canada?**

Answer: There are currently no provisions that would preclude use of a qualified subcontractor located in Canada.

### ***Technical Questions:***

**1. Question: What are the typical expected task scope, resource requirements and durations? What proportion the tasks will be part of a long term schedule permitting early notice of NRC reviewer resource needs versus short (several week or less) more reactive needs?**

Answer: This is a task ordering contract and as more information is determined it will influence the number and duration of the task orders. In general the task orders will be tied to the SRP sections requiring external review.

**2. Question: The Skill Matrix in Attachment 11 (based on NUREG-0800) only grossly correlates to the skill listing in RFP Section C. Clarify your expectations for the alignment of the Section C candidates in the matrix.**

Answer: Each task order will specify the expertise required to perform the review. The offerors proposal should ensure depth and breadth of resources that cover the skill sets and the technical areas in Section 5 of the Statement of Work.

**3. Question: For the labor categories specified under Section L.9 (Level of Effort), please clarify the difference between "technical reviewers" and "subject matter experts"?**

Answer: Subject Matter Experts (SMEs) in general will provide review of more complex issues. Technical reviewers will support more routine issues. Offerors will have to determine, based on their judgement, how the work will be divided between the labor categories.

**4. Question: This question is related to the need for a contractor to provide wide-ranging technical and scientific staff. Can bidders identify specific tasks of the SOW and propose work only for that task, and identify the skill-set needed only for that task(s), instead of a complete bid on all of the six listed tasks?**

Answer: No, offerors should respond to the full solicitation requirements.

**5. Question: Section C, 7.2 indicates that progress reports will be required every two weeks by e-mail, while F.3 requires one monthly. Which is correct?**

Answer: These are two separate reports. Section C.7.2. refers to the task order progress report, and Section F.3. refers to the contract progress report.

**6. Question: Section 5.2(a): is the category "Engineering and Technical Disciplines", the same as the category "Technical Reviewers" indicated in section L.9 ?**

Answer: Engineering and Technical Disciplines would encompass the majority of the areas needed to be a technical reviewer.

**7. Question: Section 5.2(b) : is the category "Specialized Technical Areas", the same as category "Subject Matter Experts "indicated in section L.9 ?**

Questions and Answers on Solicitation

Answer: (i) This would depend on a variety of circumstances as these matters are determined on a case by case basis, including , e.g., proposed nature of commercial work, dollar value of proposed commercial work, potential for concurrent site work (even if technically dissimilar commercial work is undertaken at very same site). See Att. 10 - 48 CFR (NRCAR) 2009.570-3 (a)(1) (2) and (b)(1) (iv). Also, Section H.3 NRCAR 2052.209-72 [c] (4)(i)(ii)(iii).

(ii) a., b. and c.: See response to question 1(i) above.

(ii) d.: See 48 CFR (NRCAR) 2009.570-2, "Contractor." NRC regulations permit no firewalls of any kind.

**2. Question: Assumption: an offeror has already signed an agreement to provide COLA services in support of a specific nuclear utility. The agreement is general with specific scope to be established by future task orders. No task orders have been generated yet. Would the NRC agree that it is premature for it (the NRC) to make a ruling or have an opinion regarding a Conflict of Interest in this situation until each specific task order is issued ?**

Answer: No, we would not agree that it is premature. For example, if the utility is planning on a COL application for a particular design (e.g., AP-1000), then the offeror may not concurrently provide technical support services to NRC in connection with the AP-1000 DC. See 48 CFR 2009.570-3 (b)(1)(i)(ii)(iii)(iv)(v).

**3. Question: RFP, Section 10: The offerors are required to provide names of former NRC employees who will be involved on any given task order. What criteria will the NRC utilize in determining whether such an intention constitutes a conflict of interest? (The RFP requests only the names). In any event, such information cannot be provided until specific task orders are generated. So does the NRC expect any response to this stipulation in the May 18 proposal submittals ?**

Answer: Section L.15 requires resumes of proposed personnel. Criteria: See, 48 CFR (NRCAR) 2009.100, 48 CFR (NRCAR) 2009.570-3 (b)(1)(i)(ii)(iii)(iv)(v), federal government post-employment restrictions - 18 U.S.C. 207.

**4. Question: Can you discuss or compare the technical merit of a business that exclusive accepts work from the NRC versus businesses that have previously, currently, or plan to concurrently offer the same technical services to electric utilities or reactor vendors? What would you look for in the proposal, whereby, that business can advantageously present itself as free of COI issues and/or burdensome waivers, is committed to the work for the 60 month life of the contract, and will not be enticed away to richer commercial contracts? Which location(s) in the proposal should this information be placed to receive maximum point rating during evaluations?**

Answer: It is up to the offeror to determine how to present itself in response to this solicitation. Current/planned work for electric utilities and reactor vendors may give rise to organizational conflicts of interest.



## **Questions from 05/01/07 Preproposal Conference**

- 1. Question: Will NRC allow a large business to subcontract to a small business for the set aside award?**

Answer: Yes, however at least 51% of the work must be performed by the small business.

- 2. NRC has spent years preparing for new reactor applications and has staffed the entire Office of New Reactors with many technical branches and full-time staff. The RFP calls for the contractor to have largely parallel capabilities that will be tapped through scores of task orders. Does the NRC envision issuing one or more initial task orders to establish the special management systems and management infrastructure that would be used to support the management of hundreds of task orders?**

Answer: The NRC will issue a task order to each Design Center winner to accommodate project management activities. The contractor's Project Manager will have numerous responsibilities defined in this initial task order to support review requirements.

- 3. How many task orders are expected to be issued per year?**

Answer: This is an Indefinite Delivery Indefinite Quantity task ordering contract, and task orders will be issued when a requirement is identified.

- 4. Has the percent of small business participation been factored into this procurement? It seems that these small business goals can greatly increase the cost and extend the performance time frames.**

Answer: Please note that Section H.13 of the solicitation does not address any NRC small business subcontracting goals. The offeror must establish its own small business participation goals in its proposal submitted to the NRC. It is NRC's policy to utilize small businesses to the maximum extent possible for its procurement activities.

- 5. How does the RFP address subcontractors and consultants bidding under multiple prime contractors – the concern is that multiple awards involving the same subcontractors could overwhelm the combined resources of all involved. Is subcontractor/consultant exclusivity required?**

Answer: No, subcontractor /consultant exclusivity is not a requirement of this solicitation. NRC does not impose restrictions on how many teams a subcontractor may choose to participate in.

- 6. How does the Project Manager of this contract interface with the NRC's MS Project PM efforts for New Reactors?**

Answer: The raw input required to interface with the NRC's Microsoft Project tool (officially known as the Licensing Program Plan) will be provide in the biweekly status reports. No direct access to this tool will be required by the contractor.

Questions and Answers on Solicitation

**7. Will the Power Point presentation from the preproposal conference held on 05/01/07 be available when the Q&As are posted on the Fedbizopps?**

Answer: Yes, it has been posted as a pdf document on Fedbizopps as part of this amendment.

**8. Regarding an approved cost accounting system for tracking of expenses under a cost-reimbursement contract, by when does such system need to be approved?**

Answer: An offeror's accounting system must be approved by the Defense Contract Audit Agency (DCAA) prior to contract award.

**9. Will the evaluation of a small business's offer, under Evaluation Factor D, give more points if the offeror includes other categories of Small Businesses (e.g. HUBZone) besides itself?**

Answer: Section M.2.d. states that the NRC will assess the contractor's proposed plan: the extent of teaming or subcontracting with all categories of small businesses (small, small disadvantaged, women-owned, HUBZone, and service-disabled veteran-owned small business) to determine whether it represents the maximum practicable opportunity for small businesses. Maximum points will be assigned based upon the extent of the small business participation.

**10. If NRC accepts proposals for labor hours that are less than the NRC estimated hours, how will the proposals be compared?**

Answer: Please note that proposals will not "be compared" against each other. Section L.9 of the solicitation provides the NRC estimated level of effort (LOE) for each reactor design center by labor category. The offeror's cost proposal shall be based on the NRC's estimated LOE. The total estimated cost proposed by the offeror is used for evaluation purposes only. Please note that any resultant contract contains an overall cost ceiling which is based on the successful offeror's proposed cost. At the time of task order award, the task order RFP will contain LOE information for the particular task order. The cost and fee for each task order is individually negotiated and will also have a cost ceiling.

**11. What are the OCOI reporting requirements?**

Answer: The OCOI reporting requirements are set forth in Solicitation Section H.3, And Attachment 10. Specifically, (a) Prior to award: Solicitation Representation K.5 which requires disclosures for matters identified in Attachment 10 -48 CFR (NRCAR) 2009.570-3 (b) (1)(i)(ii)(iii)(iv)(v). (b) Disclosures after award: Section H.3 -48 CFR (NRCAR)2052.209.72 [c] (1), [d] (1)(2)(3). After award, Solicitation Attachment 10, 48 CFR (NRCAR) 2009.570-3 (b)(1)(i)(ii)(iii)(iv)(v) continues to apply.

**12. Section L.2. states that the Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. Section L.3. contemplates award of four task ordering contracts. Which is correct? Can one company be awarded more than one contract?**

Solicitation 03-07-076

Questions and Answers on Solicitation

Answer: As prescribed by FAR 16.506(f), the FAR provision at Section L.2. 52.216-27 is required to be inserted in solicitations which contemplate multiple award contracts. To the extent the required FAR language "elect to award a single delivery order contract or task order contract" presents confusion, NRC hereby clarifies that the agency's intent is to award multiple contracts under this solicitation.



# R -- Technical Assistance in Support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-Application Activities Related to New Reactor License Applications

- Synopsis - Posted on Apr 04, 2007
- [Modification 01](#) - Posted on Apr 17, 2007
- [Solicitation 01](#) - Posted on Apr 20, 2007

## General Information

Document Type: Modification to a Previous Notice  
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Classification Code: R -- Professional, administrative, and management support services  
Naics Code: 541990 -- All Other Professional, Scientific, and Technical Services

## Contracting Office Address

Nuclear Regulatory Commission, Office of Administration, Division of Contracts, 11545 Rockville Pike, Rockville, MD, 20852-2738, UNITED STATES

## Description

The purpose of this modification is to delete the following clauses from SECTION H of the solicitation.

H.1. 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

H.14. 2052.204-70 SECURITY (MAR 2004)

H.15. SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (FEB 2004)

H.16. 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

H.17. SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

**Original Point of Contact**

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**Current Point of Contact**

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## **R -- Technical Assistance in Support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-Application Activities Related to New Reactor License Applications**

- Synopsis - Posted on Apr 04, 2007
- Solicitation 01 - Posted on Apr 20, 2007
- Modification 02 - Posted on Apr 27, 2007
- CONFERENCE ATTENDEES SIGN-IN SHEETS 01 - Posted on May 03, 2007
- Amendment 02 - Posted on May 03, 2007
- Modification 03 - Posted on May 03, 2007
- Power Point Presentation from the Preproposal Conference held on 5/1/07 01 - Posted on May 03, 2007
- Amendment 01 - Posted on May 03, 2007
- Amendment 03 - Posted on May 04, 2007
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Naics Code: 541990 -- All Other Professional, Scientific, and Technical Services

**Contracting Office Address**

Nuclear Regulatory Commission, Office of Administration, Division of Contracts, 11545 Rockville Pike,  
Rockville, MD, 20852-2738, UNITED STATES

**Description**

The purpose of this amendment is to notify offerors that the FedBizOpps system includes the capability to join and view a published list of vendors interested in this solicitation. This is useful for vendors who are interested in teaming on procurement opportunities. The contracting officer has enabled the "Register as Interested Vendor" feature for the referenced solicitation so that vendors may register to join the published list.

**Original Point of Contact**

Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov) -  
Carolyn Cooper, Senior Contract Specialist, Phone (301) 415-6737, Fax (301) 415-8157, Email [cac3@nrc.gov](mailto:cac3@nrc.gov)

**Current Point of Contact**

Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email [kxs4@nrc.gov](mailto:kxs4@nrc.gov)

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# Vendors

Federal Business Opportunities

## R – Technical Assistance in Support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-Application Activities Related to New Reactor License Applications

03-07-036

Any inconsistency between the original printed document and the disk or electronic document shall be resolved by giving precedence to the printed document. If you have any questions, please contact Kala Shankar, Senior Contract Specialist, Phone 301-415-6310, Fax 301-415-5761, Email kxs4@nrc.gov If you need document viewers, please try the following Document Viewer List.

### ◆ Solicitation 01 (Posted on Apr 20, 2007)

Description	Size (Bytes)	File Format
<a href="#">Attachment 1, Guidance for Development of RAIs</a>	35,840	Microsoft Word
<a href="#">Attachment 10, Organizational Conflicts of Interest</a>	57,856	Microsoft Word
<a href="#">Attachment 11, Page 1, Skill Sets Matrix</a>	21,504	Microsoft Word
<a href="#">Attachment 11, Page 2, Skill Sets Matrix</a>	66,048	Microsoft Excel
<a href="#">Attachment 2, Task Order Staffing Plan Format</a>	28,672	Microsoft Word
<a href="#">Attachment 3, Task Order Project Plan Format</a>	33,792	Microsoft Word
<a href="#">Attachment 4, Performance Evaluation Plan</a>	48,640	Microsoft Word
<a href="#">Attachment 5, Performance Requirements Summary</a>	33,280	Microsoft Word
<a href="#">Attachment 6, Monthly Letter Status Report</a>	52,736	Microsoft Word
<a href="#">Attachment 7, Billing Instructions for Cost Reimbursement Contracts</a>	64,000	Microsoft Word
<a href="#">Attachment 8, Qualification Statement</a>	41,472	Microsoft Word
<a href="#">Attachment 9, Contractor Spending Plan</a>	35,328	Microsoft Word
<a href="#">SOLICITATION/RFP</a>	658,872	Microsoft Word
<a href="#">Small Business Subcontracting Plan</a>	73,728	Microsoft Word
<a href="#">All Files</a>	192,838	Zip Compression

Register to Receive Notification



**SOLICITATION, OFFER AND AWARD**

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

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CONTRACT NUMBER	3. SOLICITATION NUMBER 03-07-036	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
SUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	8. ADDRESS OFFER TO (If other than Item 7) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar Mail Stop T-7-I-2 Washington, DC 20555		

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

**SOLICITATION**

led offers in original and five (5) 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 Section L.6, **Timely Receipt of Proposals** Until 3:00 p.m. local time 05/18/2007  
ON - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation. (Date)

OR INFORMATION CALL:	A. NAME Kala Shankar	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 301-415-6310	C. E-MAIL ADDRESS KXS4@NRC.GOV
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**11. TABLE OF CONTENTS**

See Attached Table of Contents

SEC.	DESCRIPTION	PAGE(S)	(X)	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					
G	CONTRACT ADMINISTRATION DATA			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

**OFFER (Must be fully completed by offeror)**

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

DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
ACKNOWLEDGEMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents unopened and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER CODE NUMBER EXT.	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)**

ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
ADMINISTERED BY (If other than Item 7) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	25. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-1-2 Attn: (insert contract or order number) Washington DC 20555	CODE 3100
NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

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

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STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA-FAR (48 CFR) 53.214(c)

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

The title of this project is as follows:

Technical Assistance in Support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications

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

(a) Brief description of work:

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

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

**B.3 TYPE OF CONTRACT**

The Government contemplates award of four task ordering Cost Plus Fixed Fee, Indefinite Quantity contracts resulting from this solicitation.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**TITLE:** Technical Assistance in Support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications

**JCNs:** To be assigned with each task order

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

**TAC Numbers:** To be assigned to each task order

**Project Officer (PO):** To be assigned

**Technical Monitors (TM):** To be assigned to each task order

**1.0 BACKGROUND**

The Office of New Reactors (NRO) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's future energy needs. NRO's Division of New Reactor Licensing (DNRL) supports the NRO mission to protect public health, safety, and the environment by leading and managing the activities associated with the licensing of new nuclear power plants. These activities include planning and scheduling, infrastructure development, environmental and safety reviews and project management of new reactor activities in support of licensing, oversight, and rulemaking programs for new reactors. DNRL is responsible as the project management organization for DC application reviews, ESP application reviews, COL application reviews, and new reactor pre-application activities. DNRL develops and maintains the necessary regulatory infrastructure to support new reactor licensing activities, including rulemaking, guidance development, interaction with stakeholders on issues pertaining to new reactors, large-scale project management tools, schedule and resource planning and tracking, and issuance of DCs, ESPs, and COLs.

NRO anticipates the filing of more than 19 COL applications in the next several years and the number is growing. As a result, substantial assistance will be needed by NRO staff to prepare for and review these applications. NRO is currently developing the infrastructure needed to review this growing number of new reactor applications. Technical assistance resources will need to be identified, coordinated, and managed to review these applications in a timely manner. Given this increased workload in new reactor licensing and the importance of meeting the schedule of new reactor licensing activities, the U. S. Nuclear Regulatory Commission (NRC) is seeking Contractor assistance in the preparation and review of these simultaneous applications.

Over the next six to twelve months, Nuclear Steam Supply System (NSSS) vendors will begin to submit pre-application technical reports and schedules. NRC has received requests to review technical reports during pre-application. For example, in the case of the Advanced Plant 1000 (AP 1000) reactor supplier these technical reports will:

1. close all or part of specific generically-applicable COL items in the AP1000 certified standard design,
2. identify standard design changes that are a result of the AP1000 detailed design efforts, and
3. provide specific standard design information where the AP1000 design certification document (DCD) was focused on design process/methodology and design acceptance criteria (DAC).

The NRC has developed a strategy, referred to as the Design-Centered Review Approach (DCRA) and referenced in the Regulatory Issue Summary 2006-06, "New Reactor Standardization Needed to Support the Design-Centered Licensing Review Approach." DCRA is based on a concept of industry standardization of COL applications referencing a particular design (e.g., COL applications referencing either the AP1000, Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR) or Evolutionary Power Reactor (EPR) reactor designs). This approach uses, to the maximum extent practical, a "one issue, one review, one position" strategy in order to optimize the review effort, the

resources needed to perform these reviews, and the review schedules. One technical review will be conducted for each reactor design issue and use of this one decision will support the decision on a DC and on multiple COL applications. In order for the DCRA to be fully effective, it is paramount that the DC and COL applicants achieve a consistent level of standardization among related COLs.

Further for the DCRA to be fully effective, it is essential that applicants referencing a particular design standardize their applications to the maximum extent practicable (standardize design features, analyses, assumptions, and methods) such that the technical review and decisions are made against a standard application, known as the reference COL (R-COL) application. If this is done, those decisions will be applicable to subsequent COL (S-COL) applications that reference the standard. The NRC's DCRA uses the DC review or the review of the R-COL as the basis for acceptance. The DC or R-COL application review will identify those technical areas to be considered standard for a given design. S-COL applicants who use the standard application and actively work with the R-COL applicant to standardize will significantly benefit from the DCRA and the goal of having "one issue, one review, one position" for multiple COL applications.

These type of licensing review and process activities must be fully identified, developed, coordinated and scheduled for the new reactors review program to be successful. Toward that end, staff recently began developing detailed MS-Project models that are high-level and conceptual in nature, but may eventually include as much as 80,000 lines of tasks and subtasks.

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

## 2.0 CONTRACT OBJECTIVES

The Contractors shall provide qualified, competent, and fully trained personnel to perform the required technical support activities.

## 3.0 SCOPE OF WORK

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

The scope of work involves placement of task orders in the following program areas. The performance Acceptance Criteria included in this section is general in nature. Specific performance standards are delineated in Section 6.0, Performance Standards.

## 4.0 SPECIFIC TASKS

To perform the tasks described in Section 4.0, expertise is needed in the following areas: Pre-Application; Design Certification; Early Site Permits and Environmental Impact Statements; Combined License; Regulatory Infrastructure; and Litigation Support.

### Task 1: PRE-APPLICATION

Requirements: The Contractor shall provide technical assistance in the review of design-specific and other documentation in support of DC, ESP, COL and Environmental Review activities. These assistance requirements may include topical report review; COL application template development, office instruction development; Construction Inspection Procedure program interface and support; NUREG-0800, 10 CFR Part 52 rulemaking and other rulemaking as necessary; and interactions with stakeholders through communication plans and public meetings.

Deliverables: The Contractor shall develop documentation to address their comments and submit written reports as required to state findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

Acceptance Criteria: Any written comments or requests for additional information (RAI) on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the PO and TM.

Additional Guidance and/or References: None

#### Task 2: 2 DESIGN CERTIFICATIONS (DC)

Requirements: The Contractor shall coordinate and administer the DC process by supporting an acceptance review, a technical review, and a rulemaking to certify the design. This will require reviewing final design information with Inspections, Tests, Analyses and Acceptance Criteria (ITAAC), postulated site parameters, interface requirements, resolution of severe accident issues, and advanced reactor testing requirements.

Deliverables: The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAI and Safety Evaluation Reports (SER) generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation shall be provided to the PO and TM on the schedule stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and Contracting Officer (CO).

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

#### Task 3: EARLY SITE PERMITS (ESP) / ENVIRONMENTAL IMPACT STATEMENTS (EIS)

Requirements: The Contractor shall provide technical assistance in the review of the safety and environmental portion of new reactor licensing applications. These reviews include preparation of EISs, interfacing with applicants, coordination with state and federal agencies, and supporting public meetings and site audits. Also the contractor shall support the safety and environmental portion of the mandatory hearing on new reactor licensing; site safety reviews; emergency preparedness reviews; environmental protection reviews; environmental assessments (EAs) for DCs and other new reactor rulemaking activities.

Deliverables: The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. This documentation will be provided to the NRC on the schedule stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

#### Task 4: COMBINED LICENSE (COL)

Requirements: The Contractor shall provide technical assistance support of COL for new reactors. It is noted that the COL may reference an ESP, a standard DC, both, or neither. The Contractor will support the necessary reviews to resolve all safety and environmental issues to allow the NRC to authorize construction and conditional operation including ITAAC. The Contractor shall also review financial qualifications, decommissioning funding assurances, need for power, capitalization and construction design engineering inspections for the COL.



**Deliverables:** The results of any non-conformance to these regulatory references will be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation will be provided to the PO and TM on the schedule stated in the individual task orders.

**Acceptance Criteria:** Any written comments or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the NRC TM and CO.

**Additional Guidance and/or References:** The Contractor shall utilize NUREG-0800 and NUREG-1555 as necessary to support the safety and environmental reviews.

#### Task 5: REGULATORY INFRASTRUCTURE

**Requirements:** The Contractor shall provide technical assistance in developing and reviewing the required infrastructure to support the DC, COL and ESP applications. This may require assisting the staff in updating office instructions, NUREG-0800, 10 CFR Part 52, communication plans, reviewing industry documentation, developing templates and licensing procedures, and supporting public meetings.

**Deliverables:** The Contractor shall document their reviews and submit written reports as required to support their findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

**Acceptance Criteria:** Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

**Additional Guidance and/or References:** None

#### Task 6: LITIGATION SUPPORT

**Requirements:** The Contractor shall provide litigation support at hearings and other similar processes. This includes, but is not limited to: providing written documentation of work performed during technical reviews; providing expert testimony and reports; reviewing and analyzing expert testimony/reports of other parties in the litigation.

**Deliverables:** The Contractor shall document their reviews and submit written reports as required to support their findings, and provide expert testimony.

**Acceptance Criteria:** Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

**Additional Guidance and/or References:** None

### 5.0 PERSONNEL QUALIFICATIONS

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

## 5.1 CONTRACTOR PROJECT MANAGER

The Project Manager (PM) shall be considered as key personnel under the contract and serve as primary contact. The PM shall possess, at a minimum, a Bachelor's Degree in Engineering or Science. The PM shall have experience that is related to safety and/or environmental impact where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed. The PM will have demonstrated capabilities to address highly complex issues. As a minimum the Contractor's Project Manager shall have the following responsibilities:

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

## 5.2 REQUIRED TECHNICAL DISCIPLINES AND SPECIALIZED TECHNICAL AREAS

The Contractor shall provide the following types of personnel/areas of technical expertise (Attachment 11, the skill set matrix, based on ESSP/SRP review sections encompass these type of personnel):

## (a) Engineering and Scientific Disciplines Required:

A minimum of a Bachelor's Degree in Engineering/Science or equivalent experience and at least seven years direct nuclear power related experience in each of the disciplines is required for personnel proposed under the following areas:

Mechanical Systems  
Nuclear Systems  
Electrical Systems  
Structural and System Materials  
Thermal Hydraulics and Fluid Dynamics  
Reactor Systems  
Reactor Physics  
Reactor Fuel  
Risk and Reliability  
Severe Accident Progression  
Radiological Engineering  
Containment Systems  
Fire Protection  
Computer Science  
Meteorology  
Site Hazards  
Hydrology  
Geology  
Seismology  
Geotechnical  
Terrestrial Ecologist  
Aquatic Ecologist  
Health Physicist  
Transportation  
Socio-Economist

Environmental Justice  
 Benefits Assessment  
 Land Use Review  
 Alternative Review  
 Historic Review  
 Text Editor  
 Text Processor

(b) Specialized Technical Areas:

New Reactor Designs  
 Risk and Reliability Assessment  
 Fracture Mechanics  
 Reactor Construction: management and inspection methods and techniques  
 Reactor Design: inspection methods and techniques  
 Reactor Core Analysis  
 Computational Numerical Methods  
 Reactor Fuel Mechanical Design  
 Reactor Fuel Metallurgy  
 Reactor Core Design  
 Fuel Handling Systems  
 Radioactive Source Term Assessment  
 Emergency Preparedness  
 Accident Analysis  
 Dose Assessment  
 Atmospheric Dispersion: pertaining to radioactive materials and toxic chemicals  
 Internet Software Development  
 Planning and Scheduling  
 Human Factors  
 Instrumentation & Control  
 Reactor Operations  
 Metallurgy  
 Corrosion and Fatigue  
 Structural Analysis  
 Site Characterization  
 Environmental Reviews  
 Economics

## 6.0 PERFORMANCE STANDARDS

Contractor performance for each task order will be evaluated based on meeting the performance standard established for each task order and shall be documented on the performance evaluation form (Attachment 4). It should be noted that award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding task orders.

The deliverables required under this contract shall conform to the standards contained, or referenced, in the SOW for each task order. The Performance Requirements Summary (Attachment 5) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives applicable to the review of new reactor applications using the standard review plan (NUREG-0800 and NUREG-1555).

## 7.0 DELIVERABLES

### 7.1 Monthly Letter Status Report (MLSR)

See Sections F.3. and F.4. for information on Technical Progress Report and Financial Status Report. See Attachment 6 for format and content of the MLSR.

## 7.2 E-mail progress report

An e-mail should be provided to the CO, PO, DNRL Project Manager and TM which gives the task order title, task (or subtask) percent complete for each task order, and the corresponding funding percent depleted for each task order and the contract on a once per two week basis.

## 7.3 Technical Reporting Requirements

Unless otherwise specified in a task order, the Contractor shall provide all deliverables as draft products. The TM will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The Contractor shall revise the draft deliverable based on the comments provided by the TM, and then deliver the final version. When mutually agreed upon between the contractor and the TM, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the TM's comments on the previous draft.

The types, quantities, and distribution of the reports will be specified in each task order and shall be submitted by the contractor. Typically, the reports will involve:

**Technical Evaluation Report (TER):** Requests for this type of report are made when a formal report is required but the distribution is limited. As appropriate, the draft and final TERs will summarize the work performed, results attained, findings, conclusions and recommendations.

**NUREG/CR Report:** This is the most formal Contractor report and is requested when there is significant and important compilation of information and wide distribution of the report as a stand-alone document is required and when the staff believes the document will be referenced frequently. NUREG/CR reports require the completion/execution of an NRC form 426A, to be completed by the Contractor and sent to the Technical Monitor for processing. For further information refer to Management Directive 3.7, "NUREG-Series Publications"

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

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

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

Unless otherwise specified by the task order, all deliverables will be produced in both electronic (WordPerfect® 10 and/or MS Word, depending on the task/application) and hard copy (paper) versions. Unless otherwise required by the task order, the Contractor shall deliver a hard copy of all deliverables (preliminary, draft, and final) to the CO and PO, with 5 copies to the task order TM. The electronic versions of the deliverables will be delivered to the task order with notification of delivery to the PO. See NRCAR 2052.235.70 for Publication of Research Results.

## 8.0 MEETINGS AND TRAVEL

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work

detailed in the task order statement of work. Prior to any trip taken during the period of performance under this contract, the Contractor shall obtain approval from the CO.

#### 9.0 NRC FURNISHED MATERIALS

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC Furnished Materials Section of the task order. In general, the task order TM will provide those NRC documents related to the task order that are readily available. Contractor staff will identify any additional NRC documentation that is needed and the TM will determine whether it will be provided by NRC or obtained directly by Contractor from NUDOCS, Agency wide Document Access Management System (ADAMS), the NRC Public Document Room, or the NRC public web site. Any reports, documents, equipment, and other material that the contractor will require from the NRC to perform the work will be stated in the "Work Requirements" section of the task order statement of work, along with the person to whom the material will be sent and the time requirements for NRC to provide the material.

#### 10.0 ORGANIZATIONAL CONFLICTS OF INTEREST

The Contractors shall review this proposed project and provide disclosures to the NRC for projects in the same or similar technical area (or matter) as the project services within the scope of this agreement (or task order) being performed for NRC licensees, vendors, industry groups or research institutes that represent or are substantially comprised of nuclear utilities. These disclosures shall include efforts planned prior to, or during litigation associated with new reactor issues in which the Contractor was involved. All disclosures shall consist of a copy of the official SOW, the name of the organization, the total dollar value, and the period of performance. In addition, the Contractor shall also identify any current or former NRC employees who have been or will be involved in performing work on any given task order. The NRC will use the information to determine if performance of the effort in this Statement of Work will give rise to a conflict of interest to any work performed for others by the Contractor. See Section H.3. for Contractor Organizational Conflicts of Interest (OCOI) requirements, and Attachment 10 for OCOI guidance.

#### 11.0 LICENSE FEE

Refer to Section H.7. and Attachment 7 of this solicitation for additional information on License Fee Recovery.

SOW Attachments 1 through 6 are listed under SECTION J, List of Attachments.

**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.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

**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.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

**F.2 2052.211-70 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 Management Directive 3.7, "NUREG Series Publications" available at <http://www.nrc.gov/reading-rm/doc-collections/management-directives/>. Management Directive 3.7 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract.

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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, appropriate financial tracking code specified by the NRC Project Officer, 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 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.



**F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. 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, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, 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:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: 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.
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate significant changes 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".
- (i) Property status:
  - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of 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. The same information must 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 showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial 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 ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) 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.

### **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 (    copies)

Nuclear Regulatory Commission  
 ATTN: Project Officer (TBD)  
 Task Order #:  
 Contract #:  
 One White Flint North  
 Mail Stop: TBD  
 11555 Rockville Pike  
 Rockville, MD 20852-2738

(b) Contracting Officer (    copies)

Nuclear Regulatory Commission  
 ATTN: Kala Shankar, Contracting Officer  
 Task Order #:  
 Contract #:  
 Two White Flint North  
 Mail Stop: T-7-I-2  
 11545 Rockville Pike  
 Rockville, MD 20852-2738

### **F.6 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on [date of award] and will expire sixty (60) months from time of contract award. 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).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: [To be determined at time of award]  
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, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

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

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

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

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

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

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

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories 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 52.233-1 - Disputes.

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

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

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

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

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

## **G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, 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.3 2052.216-71 INDIRECT COST RATES (JAN 1993)**

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

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

### **G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

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

- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

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

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

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

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

See Attachment 2 for Task Order Staffing Plan Format for Task Order effort, and Attachment 3 for Task Order Project Plan Format.

#### **G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

## G.6. TASK ORDER PLACEMENT PROCEDURES

This solicitation will result in four contract awards, one for each new reactor design: Advanced Plant 1000 (AP1000), Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR), and the Evolutionary Power Reactor (EPR).

Each of the four selected contractors will primarily be responsible for all task orders issued under a particular design center for which they were awarded a contract. A small percentage of the work will be either generic or site specific in nature. Items listed in the Statement of Work, Section 3.1, Pre-Application, is an example of this type of work. In addition, some environmental aspects of the review will also be in this category. To the extent practicable, tasks will be awarded against the site where a given design center is located, to be consistent with the DCRA.

However, in situations where (1) a particular task order is not design center specific; and/or (2) a contractor selected for a particular design center can not perform work on a particular task order due to workload/performance issues, the Government will place such task orders in accordance with Federal Acquisition Regulation (FAR) 16.505, and the following fair opportunity procedures will be used:

(1) Fair opportunity (Non Design Center Specific Orders).

(a) The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple task-order contracts, except as provided for in paragraph entitled "Single Source" below.

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

(c) The contracting officer will consider the following before award:

(1) Past performance on earlier orders under the contract, including quality, timeliness and cost control;

(2) Potential impact on other orders placed with the contractor;

(3) Minimum order requirements;

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

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

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

(ii) Using a multiphased approach when effort required to respond to a potential order may be resource intensive (e.g., requirements are complex or need continued development), where all contractors are initially

considered on price considerations (e.g., rough estimates), and other considerations as appropriate (e.g., proposed conceptual approach, past performance). The contractors most likely to submit the highest value solutions are then selected for one-on-one sessions with the Government to increase their understanding of the requirements, provide suggestions for refining requirements, and discuss risk reduction measures.

(d) Formal evaluation plans or scoring of offers are not required.

When one of the exceptions to the fair opportunity process, as stated in FAR 16.505(b)(2) applies, the Government will award task orders in accordance with the following procedures:

**SINGLE SOURCE:**

Per FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under multiple delivery order contracts or multiple Task Order contracts if the Contracting Officer determines that –

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

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

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

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



**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)**

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

**H.2 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

[to be completed at the time of award]

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

### **H.3 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 209.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order

as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

- (i) Use this information for any private purpose until the information has been released to the public;
- (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
- (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
- (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 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 therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

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

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

#### **H.4 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

#### **H.5 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

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

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

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

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

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

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

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

## **H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

## **H.7 LICENSE FEE RECOVERY COSTS (APR 1992)**

Included as Attachment 7 in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice.

## **H.8 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## **H.9 Annual and Final Contractor Performance Evaluations**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## **H.10 Compliance with U.S. Immigration Laws and Regulations**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

## **H.11 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

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

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

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

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

## **H.12 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

### Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI): The decision, determination or direction by the NRC that information constitutes SUNSI or SGI remains exclusively a matter within the authority of the NRC to make. In performing the contract, the Contractor shall clearly mark SUNSI and SGI to include for example the appropriate Official Use Only marking (in accordance with SUNSI guidance) or, Safeguards Information (in accordance with SGI guidance), on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the Contractor shall use the applicable NRC cover sheet forms, when applicable, (e.g. NRC Form 461- Safeguards Information, NRC Form 1900 - Official Use Only- Investigation Information, NRC Form 761- Warning Confidential Allegation Material, and NRC Form 762 - Warning Sensitive Allegation Material) in maintaining these records and documents. The Contractor will ensure that SUNSI and SGI is handled appropriately, maintained and protected from unauthorized disclosure. The Contractor shall comply with the requirements to mark, maintain and protect all SUNSI and SGI including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.7 for SGI; NRC Management Directive and Handbook 12.6 for Sensitive Unclassified Information, and in accordance with NRC Policy for Handling, Marking, and Protecting



Sensitive Unclassified Non-Safeguards Information (ML052990146), Yellow Announcement 2005-077, "Policy Revision: NRC Policy for Handling, Marking, and Protecting Sensitive Unclassified NonSafeguards Information (SUNSI), dated October 26, 2005; and SUNSI instructions contained on the NRC intranet Web site at [www.internal.nrc.govunsi/](http://www.internal.nrc.govunsi/) .

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

### H.13 NRC SMALL BUSINESS SUBCONTRACTING GOALS

Firms must show the extent of participation of all categories of small businesses in the proposed contract team, either as prime contractor, subcontractor, or joint venture partner. The subcontracting plan must show percentage goals for each of the following categories, measured as a percentage of estimated effort:

- Small Businesses
- Small Disadvantaged Businesses
- Women-owned Small Businesses
- Service-Disabled Veteran Owned Small Businesses
- HUBZone Small Businesses

The Contractor shall report progress on meeting these goals twice each year within 30 days after the close of each reporting period. The Contractor shall report progress on achieving NRC small business goals by submitting its reports to the electronic Subcontract Reporting System (e-SRS). The Contractor will submit a "Subcontracting Report for Individual Contracts" in April and October and a "Summary Subcontract Report" in October.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct. 1 - March 31	Individual Subcontract Report	4/30
Apr. 1 - Sept. 30	Individual Subcontract Report	10/30
Oct. 1 - Sept. 30	Summary Subcontract Report	10/30

The contractor shall propose how they will help achieve the NRC's Small Business goals in their proposal. See Attachment 12 for Small Business Subcontracting Plan.

### H.14 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to

sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

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

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

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

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

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

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

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

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

## **H.15 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (February 2004)**

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

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by the Security Branch, Division of Facilities and Security (SB/DFS), based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, their interim approval could possibly be revoked and the individual could be subsequently removed from the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until SB has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3 Exhibit 1, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to classified information; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

#### **H.16 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

#### **H.17 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)**

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

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

#### SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

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

#### SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

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

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

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

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52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	SEP 2006
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through sixty months from date of award.



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

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

### **I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (to be determined at time of award), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of (to be determined at time of award);

(2) Any order for a combination of items in excess of ;

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

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

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

### **I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

### **I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

### **I.6 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006) ALTERNATE II (OCT 2001)**

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of -

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns.

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
- (A) Whether small business concerns were solicited and, if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (E) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (F) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact--
- (A) Trade associations;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
- (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran- owned small business, HUBZone small, small disadvantaged, or women- owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-- (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Sub sector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Sub sector and report all awards to that subcontractor under its predominant NAICS Industry Sub sector.

#### **I.7 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)**

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

### **I.8 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--



(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

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 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 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 \$50 million or more 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 revised 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 \$50 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 subpart 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 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 \$50 million in awards of CAS-covered prime contracts and subcontracts. 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 \$50 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 \$50 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

#### **K.3 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall-- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

#### **K.4 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (OCT 1999)**

(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 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) 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 a brief description of the individual's role under this proposal.

#### **K.5 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION) (OCT 1999)**

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
  - (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.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

**L.2 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

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

The Government contemplates award of four task ordering Cost Plus Fixed Fee, Indefinite Quantity contracts resulting from this solicitation. One of these four contracts (the ABWR design center) will be a small business set aside.

**L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(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 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:  
Attn: Kala Shankar  
Contracting Officer  
U.S. Nuclear Regulatory Commission  
Division of Contracts  
11555 Rockville Pike  
Rockville, MD 20852

## Mailing Address:

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mailstop T-7-I-2  
Washington, DC 20555

(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 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**L.6 2052.215-72 TIMELY RECEIPT OF PROPOSALS (OCT 1999)**

Sealed offers for furnishing the services or supplies in the schedule are due at the date and time stated in block 9 of Standard Form 33, Solicitation, Offer and Award. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in the solicitation. All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the NRC loading dock security station located at 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-7-I-2. All offerors should allow extra time for internal mail distribution or for pick up of hand-carried deliveries. NRC is a secure facility with perimeter access-control and NRC personnel are only available to receive hand-carried offers during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding Federal holidays.

**L.7 2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (OCT 1999)**

(a) All offerors will be notified of their exclusion from the competitive range in accordance with FAR 15.503(a)(1). Under the requirements of FAR 15.503(a)(2), preliminary notification will be provided before award for small business set-aside procurements on negotiated procurements. The contracting officer shall provide written postaward notice to each unsuccessful offeror in accordance with FAR 15.503(b).

(b) 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 before 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.

#### L.8 2052.215-74 DISPOSITION OF PROPOSALS (JAN 1993)

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 the proposals, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

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

The NRC's estimate of the total effort for this project is shown in the table below. 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. The estimated hours are used for cost evaluation purposes only. The NRC shall not be bound by these hours in any resultant contract. The contract will, however, contain an overall cost ceiling. In addition, each task order will be individually negotiated and will contain an overall cost ceiling.

LABOR CATEGORY	ESTIMATED HOURS			
	AP1000	EPR	ESBWR	ABWR
Project Manager	7,500	7,500	5,000	3,000
Technical Reviewers	165,330	136,400	82,660	28,930
Subject Matter Experts	72,800	58,850	35,150	11,050
Administrative Support	6,000	4,950	3,000	1,050

#### L.10 MEETINGS AND TRAVEL

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland, and any other location required for performance of the work detailed in the task order statement of work. Prior to any trip taken during the performance under this contract, the contractor shall obtain approval from the NRC Contracting Officer.

NOTE: For purposes of preparing a proposal, the contractor shall assume travel costs as shown in the table below. Travel costs shown in the table below is for Year 1 of the contract. Offerors are asked to assume travel costs in the same amounts for Years 2 through 5. Travel cost is estimated at \$1,400 per person per round trip.

REACTOR DESIGN CENTER	Not-To-Exceed (NTE) Travel Cost
AP 1000	\$154,000
EPR	\$112,000
ESBWR	\$73,000
ABWR	\$25,000

**L.11 2052.215-76 PREPROPOSAL CONFERENCE (JAN 1993)**

(a) A preproposal conference is scheduled for:

Date: May 1, 2007

Location: NRC Headquarters, Two White Flint Building Auditorium, 11555 Rockville Pike, Rockville, MD 20852

Time: 9:30 a.m. (please arrive early to register)

(b) This conference is to afford interested parties an opportunity to present questions and clarify uncertainties regarding this solicitation. You are requested to email written questions concerning those areas of uncertainty which, in your opinion, require clarification or correction. **You are encouraged to submit your questions in writing no later than 3 working day(s) before the conference date. Receipt of late questions may result in the questions not being answered at the conference although they will be considered in preparing any necessary amendment to the solicitation.** If you plan to attend the conference, notify the Contracting Officer via email ([kxs4@nrc.gov](mailto:kxs4@nrc.gov)), no later than close of business 4/25/07. Notification of your intention to attend is essential in the event the conference is rescheduled or canceled.

Due to space limitations, each potential offeror is limited to two (2) representatives at the conference. Please provide names of attendees and your company name via email to the Contracting Officer at [kxs4@nrc.gov](mailto:kxs4@nrc.gov) to pre-register for the conference. Visitors are encouraged to use the Washington Metrorail or Metro bus service because parking during the business day is very limited. Please plan your arrival to allow sufficient time to register at the front desk.

(c) Questions must be submitted via email to the Contracting Officer at: [kxs4@nrc.gov](mailto:kxs4@nrc.gov)

(d) A transcript of the conference will be furnished to all prospective offerors through the issuance of an amendment to the solicitation.

**L.12 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 persons 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.

**L.13 ESTIMATED DURATION (JUN 1988)**

The duration of the contract is estimated to be sixty (60) months.

**L.14 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

**L.15 2052.215-78 PROPOSAL PRESENTATION AND FORMAT-ALTERNATE 1 (Language for Negotiated Task Order Contracts)**

(a) Information submitted in response to this solicitation must be typed, printed, or reproduced on letter-size paper and each copy must be legible. Offerors are hereby notified that all information provided 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.

(b) The offeror must submit the following material which will constitute its offer, as defined by FAR 2.101, in two separate and distinct parts at the date and time specified in Block 9 of the SF 33 for receipt of sealed offers.

(1) Part 1 - Solicitation Package/Offer. Two (2) original signed copies of this solicitation package/offer. All applicable sections must be completed by the offeror.

(2) Part 2 - Cost Proposal. One (1) original and five (5) copies of the "Cost Proposal."

(i) The cost proposal shall be submitted separately from the Technical and Management Proposal or Oral Presentation and Supporting Documentation (as applicable).

(ii) The offeror's request for an exception to submitting cost or pricing data shall be made in accordance with FAR 52.215-20 (a).

(iii) If the contracting officer does not grant the offeror an exception from the requirement to submit cost or pricing data, the offeror's cost proposal shall conform with the requirements of FAR 52.215-20(b). Cost information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicted in accordance with Table 15-2 of FAR 15.408.

(iv) The offeror's cost proposal shall be based on the NRC's estimated level of effort. The NRC's estimated level of effort for this procurement is provided in Section L.9. of this solicitation. 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.

(v) The total estimated cost proposed by the offeror is used for evaluation purposes only. Any resultant contract, except a requirements contract, contains an overall cost ceiling whereby individual task orders may be issued. The cost and fee, if any, for each task order is individually negotiated and also contains a cost ceiling.

(vi) 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 included as Attachment 9.

(vii) For any subcontract discussed under the Technical and Management Proposal, or Oral Presentation Material, provide supporting documentation on the selection process, i.e. competitive vs. noncompetitive, and the cost evaluation.

(c) "Written Technical and Management Proposal". One (1) original and Five (5) copies.

(1) The written Technical and Management Proposal or Oral Presentation and Supporting Documentation 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 so that the offeror's understanding of the scope of work may be evaluated.

(2) The offeror shall submit in the written 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.

(3) The written Technical Proposal must be tailored to assure that all information reflects a one-to-one relationship to the evaluation criteria.

(4) 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.

(d) Written Technical Proposal Requirements -- Instructions.

Offerors are required to submit a single technical response in response to this solicitation. In other words, a separate technical proposal in response to each of the design centers is **not** required. Technical proposals shall not exceed 50 pages, with all pages numbered. If both sides of a page are used, each side should be numbered and each is counted as one page. Qualification Statements and Resumes are not counted in the page limitation. **All pages in excess of 50 pages will not be evaluated.**

Offerors shall **provide one (1) original and five (5) copies** of the "Technical and Management Proposal" which shall set forth, as a minimum, documentation, as stated below, that addresses the Evaluation Criteria found in Section M.

#### 1. Technical Qualifications of Key Personnel and Other Staff

Offerors shall provide resumes for all proposed personnel. The resumes should be written to reflect the individual's experience, knowledge, skill, training and qualifications associated with the specific needs of performing the effort described in the statement of work and should not be general in nature. **Resumes shall be a maximum of three (3) pages long each.** In addition, offerors **shall complete the Skill Sets Matrix, Attachment 11.**

Offerors are required to identify any current/former NRC employees who have been or will be involved, directly or indirectly, in developing the proposal, or in negotiating on behalf of your firm, or in managing, administering, or performing any tasks, consultant agreements, or subcontract resulting from this solicitation (list name, title and date the individual left NRC and provide a brief description of the individual's role under this proposal). If there are not current/former NRC employees involved, a negative statement is required.

#### 2. Corporate Experience and Past Performance

Offerors shall complete Attachment 8, Qualification Statement (with current points of contact and current telephone numbers) to list all contracts performed within the past three years that are similar in scope to this requirement. Discuss your organization's corporate qualifications and experience in performing contracts similar in size (dollars) and scope to this procurement and the extent to which the necessary knowledge, experience and skills remain available within your organization. Your proposal shall demonstrate to the NRC the technical depth and competence of the organization beyond the key personnel to be assigned to the contract. Offerors are required to advise the NRC of any contract disputes, terminations or litigations in the past ten years.

The NRC intends to contact one or more of the references provided. However, the NRC reserves the right not to contact any references.

### 3. Project Management Plan

The offeror shall describe, at a minimum, their organization's planned technical and management approach to performing the effort described in the SOW. The offeror should address their proposed management and technical approach and the services and deliverables that will be provided.

The offeror shall discuss potential problem areas and the approach to be taken to resolve them. The plan shall also describe management/administrative controls the offeror's organization will employ to meet the cost, performance, and schedule requirements of the effort, and methodology for mitigating risk.

The offeror shall state any interpretations, requirements, or assumptions.

The offeror shall list proposed subcontractors, if any, by name. Identify any key personnel and provide a detailed description of the work to be performed by the subcontractor.

The offeror shall provide an explanation for the need for consulting services if any are proposed. List the proposed consultants by name, describe the work they will perform under the proposed contract and include related past work experience. Individuals who are employees of the Contractor or of the U.S. Government are prohibited from being paid as a consultant under this contract.

The offeror shall submit a quality control plan which outlines the procedures and system they will use for document version control, technical input tracking, change management, and technical and editorial reviews. The Contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review and production of each deliverable.

### 4. Small Business Participation

All offerors (except small businesses) who plan to subcontract portions of the work are required to provide a narrative discussion of their plan for utilization of all categories of small businesses. As a minimum the narrative shall discuss:

1. Goals for subcontracting with small, small disadvantaged, women-owned, service-disabled veteran-owned, and HUBZone small businesses in sufficient detail to allow NRC evaluators to determine that these goals are realistic, justifiable, positive, and in accordance with the government's policy to maximize opportunities for these types of businesses.
2. The extent to which all categories of small businesses have been identified for participation as part of the offeror's team.

3. The offeror's past and present commitment to providing subcontracting opportunities and encouragement to all categories of small businesses.

(e) Cost Proposal Requirements -- Instructions.

**Offerors shall submit a separate cost proposal for each of the three reactor design centers using level of effort estimates provided in Section L.9. Small businesses may submit a cost proposal for all four reactor design centers. One (1) original and five (5) copies of each cost proposal is required.**

Your cost proposal should include your organization's proposed estimated costs for performance of the effort described in the Statement of Work. Costs shall be provided for each year, with the total cost for all five years stated at the end. Your cost proposal shall contain information sufficient to show the elements of cost upon which the total cost is predicated. The information furnished must be consistent with the offeror's cost accounting system, coordinated with the Offeror's cognizant audit agency – adequately cost referenced and suitable for detailed analysis. Any letters of acceptance from the cognizant Audit Agency pertaining to the cost proposal should be submitted at this time. Absent a letter of acceptance from the cognizant audit agency, the offeror should provide a current point of contact (name and telephone number) within that Audit Agency who can verify the Offeror's proposed cost elements. Your cost proposal should include the following:

- the bases for the estimated hours
- a separate breakdown of labor hours for each of the five years. A similar breakdown should be provided for all three design centers (four if small business)
- the source of labor rates for both contractor personnel and any subcontractor personnel (level of effort data shall be expressed in man-hours)
- the source and bases for estimation of all other direct costs
- the rates for labor overhead, fringe benefits, general and administrative expenses and fee (indicate if your organization has an established forward pricing rate agreement by attaching a copy of the agreement)
- the offeror shall provide a cost proposal based on the above estimated level of effort and travel estimates. To provide a common base for evaluation of cost proposals, the level of effort data shall be expressed in staff hours for each category and level of management, technical and support staff personnel. Offerors should use 2,000 hours as representing a staff year.
- the total estimated cost proposed by the offeror will be used for evaluation purposes only. Any resultant contract will contain an overall cost ceiling whereby individual task orders may be issued. The cost and fee, if any, for each task order will be individually negotiated, and each task order will also contain a ceiling.

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 2052.215-79 CONTRACT AWARD AND EVALUATION OF PROPOSALS (OCT 1999)**

(a) By use of narrative and numerical (as appropriate) scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph M.2. below. These factors are listed in their relative order of importance.

(b) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value, as defined in FAR 2.101, after evaluation in accordance with the factors and sub factors in the solicitation.

(c) The Government may:

(1) Reject any or all proposals if the action is in the Government's interest.

(2) Waive informalities and minor irregularities in proposals received.

(d) The Government intends to evaluate proposals and award a contract without discussions with offerors. The Government reserves the right to seek proposal clarifications (e.g., capability issues as described in FAR 15.306(a) or minor or clerical errors as described in FAR 14.407); and hold communications as described in FAR 15.306(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(f) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(g) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(h) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(i) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(j) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(k) 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.

The NRC plans to award each of the design centers based on the ranking of the proposals consistent with the evaluation criteria stated below.

## M.2 EVALUATION CRITERIA

The offeror should ensure that its Technical and Management Proposal discussion contains full and complete information as required by Section L. The Government will award four contracts resulting from this solicitation to responsible offerors whose offer conforming to the solicitation will be most advantageous to the Government, cost and other factors considered. Technical factors are more important than cost. Cost will not be point scored or additively rated; however, cost will be a substantial factor. The following factors, listed in their relative order of importance, shall be used to evaluate offers:

### A. Technical Qualifications of Key Personnel and Technical Staff (50 points)

#### A.1. Project Manager (10 points)

Extent to which the proposal demonstrates how the Project Manager (PM) meets the requirements stated in the Statement of Work, Part 5.1 and 5.0.

#### A.2. Technical Staff (40 points)

Extent to which the proposal demonstrates the depth and breadth of resources as indicated in the Skill Sets Matrix (Attachment 11). Extent to which the proposed staff have the technical qualifications specified to support the NRC's program areas delineated in Section C, paragraph 5.2 of the Statement of Work. Experience in these disciplines and technical areas must be related to the design, construction, operation, maintenance, inspection and environmental review of nuclear power plants. Emphasis is placed on experience that is related to safety and environmental impact where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed.

### B. Corporate Experience and Past Performance (25 points)

#### B.1. Corporate Experience (15 points)

Extent to which the Offeror's proposal demonstrates that they possess the necessary nuclear power and regulatory review experience to perform a wide variety of multi-disciplined engineering tasks without a learning and education period and process (other than particulars on the specific programs or problems involved).

#### B.2. Past Performance (10 points)

Extent to which the Offeror has successfully performed on other contracts in the past of similar size and scope.

### C. Project Management Plan (15 points)

Extent to which the proposed project management plan demonstrates a flexible, coordinated and effective management and organizational structure so as to respond to both routine and



rapid response task orders. Extent to which the plan provides consistent management monitoring of the workload, cost and timely submittal of project status and cost information, as reflected in the monthly business status letter report. Extent to which offeror has a sound quality control plan that demonstrates procedures and system to document version control, technical input tracking, change management, and technical and editorial reviews.

D. Small Business Participation

(10 points)

Extent to which the Offeror has assembled a team of small businesses to support small business participation. The NRC will assess the contractor's proposed plan for teaming or subcontracting with all categories of small businesses (small, small disadvantaged, women-owned, HUBZone, and service-disabled veteran-owned small business) to determine whether it represents the maximum practicable opportunity for small businesses. Past performance in subcontracting with small businesses will be considered.

## **Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications**

### **I. Purpose**

This style guide provides guidance to NRC staff on the request for additional information (RAI) phase of the COL application review and may be provided to the appropriate contractor for their use in COL applications reviews.

### **II. Overview and Internal NRC Process**

The branch seeking additional information prepares the questions, which are reviewed by the branch lead. The questions are forwarded to the project manager (PM). The PM reviews each question to ensure that he or she understands what information is sought, that the question is unambiguous, that the question includes an adequate basis, and that the information sought is necessary for the safety review. The PM may clarify the question but should obtain the concurrence of the technical branch reviewer if the change is of a technical nature. If not already assigned, the PM assigns a unique number to each RAI to link the RAI to a section of the COL application. The PM then forwards the questions to the applicant. The PM and review branch interact with the applicant as necessary to ensure that the applicant understands the questions or to give the applicant the opportunity to identify when the requested information is already available to the staff (i.e., in the UFSAR, Technical Specifications, or other docketed correspondence). Some RAIs are typically dropped during this interaction. The staff then formally transmits the RAIs to the PM, and the PM formally transmits the RAIs, along with any pertinent guidance (i.e., the date by which the applicant must respond) to the applicant.

### **III. RAI Guidance**

1. An RAI should be limited to the scope of the Rule, 10 CFR Part 52.
  - a. An RAI should not imply that the current licensing basis (CLB) is inadequate. CLB issues should be addressed under Part 50.
  - b. An RAI should not request information that is already on the docket. Note that the draft RAIs occasionally contain information that is already on the docket if the information is not readily available to the staff. These draft RAIs are typically dropped during interactions with the applicants, as described above.
2. An RAI should include the appropriate basis for requesting the information. The basis should explain why the information is needed, including how it will be used to help make a reasonable assurance finding.
3. Judgmental language should be avoided.
  - a. Questions should not make adequacy determinations. Staff evaluations and conclusions belong in the SER.

- b. Words like unacceptable, deficient, and deviation should be avoided. Likewise, avoid using phrases like *the staff will require that* since it is premature to require anything when you are asking questions.
4. Questions should be focused, not open-ended.
    - a. The RAI should be in the form of a question or an imperative to provide what is needed to satisfy the RAI. When the reviewer needs specific information or the underlying issue may not be apparent, the RAI should clearly identify the information requested and/or the underlying issue.
    - b. Questions should not pertain to information that is either already available (such as asking about plant technical specifications) or not the applicant's responsibility.
    - c. "If ... then" questions (questions that could lead to follow on questions) should provide both parts of the question.
    - d. Ask questions to clarify conflicting or contradictory statements in the application.

Note that reviewers' RAIs should be limited to their areas (e.g., hydrology reviewers shouldn't be asking seismology questions). If a reviewer has questions outside their review area, the reviewer must communicate the questions to the appropriate reviewers. The PM can coordinate this communication.

5. Assign each RAI a unique number that links the RAI to a section of the application.
  - a. If an RAI applies to a specific section of the SER, use the section number followed by a unique question number (e.g., the first question related to Section 3.3.4 would be numbered RAI 3.3.4-1).
  - b. If the RAI applies to more than one section of the SER, use the next higher section number (e.g., if a question is applicable to Sections 3.3.4, 3.3.5, and 3.3.6, assign the question to Section 3.3, such as RAI 3.3-1). The same RAI question should not be repeated in the various sections.

#### IV. Sample RAI

10 CFR 100.23 requires a probabilistic seismic hazard analysis or suitable sensitivity analysis in order to address the uncertainties inherent in the estimation of the Safe Shutdown Earthquake (SSE) ground motion. Regulatory Guide 1.165 (RG 1.165), "Identification and Characterization of Seismic Sources and Determination of Safe Shutdown Earthquake Ground Motion" provides specific guidance with respect to the probabilistic evaluations that should be conducted to address the uncertainties associated with determining the SSE ground motion. RG 1.165 specifies a target or reference probability that is to be used to determine the controlling earthquake(s) magnitude and distance (M, D) and SSE spectra for the site. The reference probability is the annual probability level such that 50 percent of a set of currently operating plants have an annual median probability of exceeding their SSE that is below this level. Section 2.5.2 of the application does not specify that the reference probability (median  $10^{-5}$ )

from RG 1.165 was used to determine the controlling earthquake(s) (M,D) for North Anna. Clarify whether the reference probability from RG 1.165 was used to determine the controlling earthquake for North Anna and if a different reference probability was used, then justify the use of the new probability value.

## V. Interactions with the Applicant

1. After an RAI has been forwarded to the PM, the PM may hold teleconferences and/or public meetings before issuing the RAI:
  - a. The discussions prevent misunderstanding of the intent of the questions.
  - b. If a draft RAI is clarified or resolved before issuance, the PM develops a docketed record of the resolution (i.e., minutes of a public meeting or a teleconference summary). An RAI can only be considered resolved if the information is already in the application or other documents previously submitted to the NRC. If not, the RAI is sent to the applicant so that the applicant's response will be submitted on the docket.
2. After the final RAIs have been issued, the applicant may request a teleconference and/or a public meeting:
  - a. The teleconferences and/or meetings provide additional clarification of the intent of the RAIs and help the applicant prepare satisfactory responses.
  - b. To ensure that the response appropriately addresses the RAI, the applicant may submit a draft response (which the PM docketed in the Agency-Wide Documents Access and Management System (ADAMS) and request a follow up teleconference and/or meeting.
3. After receiving the applicant's response to the RAI, the PM may hold a teleconference and/or a public meeting with the applicant:
  - a. The purpose of discussing a response with the applicant is to better understand the response and/or clarify areas of disagreement. If the resolution of a response relies on information not submitted to the NRC, the applicant should submit the information on the docket. The submission is not intended to be another RAI or a means to minimize the number of SER open items, but in actual practice this step frequently reduces the number of SER open items.
  - b. If the areas of disagreement remain, the unresolved RAI becomes an SER open item.

## VI. Receipt of the Responses to the RAIs

On receiving the applicant's response to an RAI, the PM provides a copy to the reviewers. The reviewers have a specified time based on the schedule to review the response for acceptability. If time permits, the PM and the reviewers may discuss incomplete RAI responses with the applicant. The discussions are not to be construed

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ATTACHMENT 1

as another RAI. An RAI that remains open becomes a safety evaluation report open item.

**Task Order Staffing Plan Format**

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

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

**Staffing Plan - Task Order**

Name	Expertise	Project Role (task)	Title	Est. Hours

**Task Order Project Plan Format**

The task order project plan shall clearly describe your organization's planned technical and management approach to performing the effort described in the specific task order. You shall describe your proposed technical approach by task, identifying for each, the schedule, milestones, and deliverables (in Microsoft Project® or similar format); the methodology, innovations, and quality control measures to be used; problems and risks anticipated, as well as your risk mitigation plans. This project plan supplements the project management plan developed for the SOW. Once established, and approved by the TM, this project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.

**Project Plan**

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

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

**Quality Control** All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC and in accordance with the quality control plan. A NUREG template will be used by all reviewers.

**Performance Evaluation Plan**

JCN: \_\_\_\_\_ Task Order #: \_\_\_\_\_ Rating Period: MM/DD/YYYY to MM/DD/YYYY  
 TM: \_\_\_\_\_ (Contractor) PM: \_\_\_\_\_  
Assessment of Task Order Performance

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

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

**TM**  
 I certify that the above evaluation is accurate.

**PO**  
 I concur in the rating provided by the TO TM.

**Comments:**

**Comments:**

**Signature**

**Date**

**Signature**

**Date**

Note: PO signature only required when rating of unsatisfactory is given



## Rating Scale and Subcategory Definitions

### Rating Scale

#### Appropriate SRP Sections Reviewed

- Excellent – Reviewed all appropriate SRP sections and subsections as specified in the Task Order. Interfaced with NRC staff at least weekly to collect their inputs, and made recommendations in a clear and concise manner.
- Satisfactory – Addressed all appropriate SRP sections and subsections as specified in the Task Order. Communication with the NRC staff was infrequent (less than weekly) but adequate.
- Unsatisfactory – Did not address 2 or more appropriate SRP sections and subsections as specified in the Task Order. Communications with NRC staff was infrequent and inadequate.

#### Budget

- Excellent – Performed all work specified in the Task Order at or within the initial budget.
- Satisfactory – Performed all identified tasks within the NRC adjusted budget that was adjusted for issues outside the Contractor's control. Contractor identified budget and schedule issues promptly to NRC to allow adequate time to evaluate the situation and revise the budget as needed.
- Unsatisfactory – Failed to complete work specified in the Task Order within budget. Did not adequately keep NRC advised of issues that could affect the task budget or schedule.

#### Incorporation of Comments

- Excellent – Communicated effectively and in a timely manner with NRC to incorporate NRC comments promptly and correctly. Resolved or incorporated major comments in one iteration. General and editorial comments were resolved quickly and ahead of schedule. Questions and potential issues were resolved in a highly professional manner.
- Satisfactory – Communicated adequately with the NRC staff to collect and incorporate comments. One or more rounds of comment resolution was required to resolve major issues. General and editorial comments were resolved within the established scheduled time period.
- Unsatisfactory – Communication between the contractor and NRC was inadequate to identify and incorporate comments in a timely manner. Several iterations of comment resolution were insufficient to incorporate the NRC comments. Major issue resolution was not pursued appropriately, and general and editorial comments were not adequately addressed, which caused a schedule delay.

#### Timeliness

- Excellent – Completed all tasks on or ahead of schedule

### **Official Use Only - Sensitive Internal Information**

- Satisfactory – Completed all tasks at or ahead of the schedule revised due to circumstances beyond the contractor's control.
- Unsatisfactory – Exceeded the agreed upon (or revised) schedule by greater than 2 business days.

<p>Technical Evaluation Report</p>	<p>The format will be provided as an Attachment to the task order, upon contract award. The content should address the relevant portion of NUREG-0800, "Standard Review Plan (SRP)" or (NUREG 1555, "Environmental SRP" and any Safety Evaluation Report (SER) writing templates furnished by the NRC.</p>	<p>The TM or designee will review the technical letter report to the standards to assure compliance. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.</p>
<p><b>Performance Requirements and Deliverables</b></p>	<p><b>Standard</b></p>	<p><b>Method of Review</b></p>	<p><b>Incentive/Deduction</b></p>
<p>Request for additional information (RAIs)</p>	<p>Guidance for writing RAIs is provided in Attachment 1.</p>	<p>The TM or designee will review the RAIs to the standards to assure compliance. The TM shall assess the performance of the contractor using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders documented on Attachment 4.</p>

Performance Requirements Summary

<b>Performance Requirements and Deliverables</b>	<b>Standard</b>	<b>Method of Review</b>	<b>Incentive/Deduction</b>
Management Controls	A Project Plan shall be established consistent with the NRC licensing review schedule. The format for this Project Plan is provided in Attachment 3. Once established, and approved by the TM, the project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.	The TM or designee will review.  The licensing review schedule will be updated and monitored on a frequent basis. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.	Full payment for 100% compliance.  Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.



**C. Work Performed**

Work under this task order is XX percent complete.  
[Also provide by SubTask, if appropriate]

**D. Problem/Resolution**

**E. Travel for This Period**

Name	Start Date	End Date	Destination/Activity

**F. Plans for Next Period**

**G. Staff Hour Summary**

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status

BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

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

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

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

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

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

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

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

**Format:** Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see **Attachment 1**). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

ATTACHMENT 7 BILLING INSTRUCTIONS  
Billing Instructions for Cost Reimbursement Type Contracts

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

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

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

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.



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

(SAMPLE FORMAT)

Official Agency Billing Office

U.S. Nuclear Regulatory Commission  
 Division of Contracts MS: T-7-1-2  
 Washington, DC 20555-0001

Voucher Information

**Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

**Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. If the payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

**Contract Number.** Insert the NRC contract number.

**Task Order No.** Insert the task order number (If Applicable).

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

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

**Billing period.** Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.

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

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

<u>Labor</u>	<u>Hrs.</u>		<u>Cumulative</u>
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>
			<u>Hrs.Billed</u>

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

Billing Instructions for Cost Reimbursement Type Contracts

- (5) **Premium Pay.** This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) **Consultants.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) **Travel.** Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

- (8) **Subcontracts.** Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) **Other Costs.** List all other direct costs by cost element and dollar amount separately.

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

Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well. The contractor may bill for fixed fee only up to 85% of total fee.

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

Adjustments. For cumulative amount, include outstanding suspensions.

Grand Totals.

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

Sample Voucher Information

This voucher represents reimbursable costs for the billing period for the billing period from \_\_\_through\_\_\_.

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

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

Total Direct Costs

**Indirect Costs**

- (A) Overhead \_\_\_ % of \_\_\_\_\_  
(Indicate Base).....
- (B) General & Administrative Expense  
\_\_\_ % of Cost Elements Nos.  
Total Direct & Indirect Costs

Fixed-Fee (Cite Formula):

- Total Amount Billed.....
- Adjustments.....
- Grand Totals.....

Requires Supporting Information -- See Sample below)

**SAMPLE SUPPORTING INFORMATION**

**Direct Labor - \$2400**

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

**Capitalized Non-Expendable Equipment**

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

**Non-capitalized Equipment, Materials, and Supplies**

- 10 Radon tubes @ \$110.00 = \$1100.00
- 6 Pairs Electrostatic gloves @ \$150.00 = \$900.00
- \$2000.00

**Premium Pay**

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

**Consultants' Fee**

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

**Travel**

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
3/1/89	Wash., DC	\$200

**EE RECOVERY BILLING REPORT**

**N:**

**Facility Name or Report Title:**

**AC or Inspection Report Number:**

**or other unique identifier)**

**Account Number (if applicable):**

<b>Cost Categories</b>	<b>Period Amt.</b>	<b>Period Cost Incurred</b>	<b>Fiscal Year To Date Costs</b>	<b>Total Cumulative Costs</b>
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**Labor**

**Materials**

**Subcontractor/  
Consultant**

**Travel**

**Other (specify)**

**Common Costs**

**Other**

**Remarks:**

\\temp\Billing instruct CR (October 2003).wpd

**QUALIFICATION STATEMENT**

1. Firm Name & Address:	2. Year Firm Established:	3. Date Prepared:
	4. Type of Firm: <input type="checkbox"/> A. Small Business <input type="checkbox"/> B. Small Disadvantaged <input type="checkbox"/> C. Woman-Owned <input type="checkbox"/> D. Other - _____	
5. Principal Contacts: (List two by Name/Title/Telephone)		
6. Present Offices: (Address/Telephone)		
7. Corporate Work Experience, Last 3 Years <b>Note: First, list contracts similar in size(dollars) and scope. Second, list contracts similar in scope only.</b>		
Contract No: Period of Performance: Dollar Value: Name of Gov./Commercial Entity:	Contracting Contact Name & Phone:   Technical Rep. Name & Phone:	Brief Description: (Describe the work and how it is similar to NRC's Requirement.)

<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>
<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>
<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>

<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>
<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>
<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>

<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>
<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>
<p>Contract No:                  Period of Performance:                  Dollar Value:                  Name of Gov./Commercial Entity:</p>	<p>Contracting Contact Name &amp; Phone:                   Technical Rep. Name &amp; Phone:</p>	<p>Brief Description: (Describe the work and how it is similar to NRC's Requirement.)</p>
<p>The foregoing is a statement of facts                  Signature: _____ Title: _____ Date: _____</p>		



## CONTRACTOR SPENDING PLAN - INSTRUCTIONS

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

### Applicability

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

### Submission

A CSP is required:

- a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
- b. as part of the Best and Final Offer (if requested) as a result of negotiations;

Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.(fillin) , "Financial Status Report").

### Format

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

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

## CONTRACTOR SPENDING PLAN (CSP)

(TO BE COMPLETED AS A PART OF THE OFFEROR'S COST PROPOSAL FOR EACH COST REIMBURSEMENT CONTRACT OR INDIVIDUAL TASK ORDER OR FOR ANY CONTRACT OR TASK ORDER MODIFICATION WHICH EXCEEDS \$100,000 AND HAS A PERFORMANCE PERIOD EXCEEDING 6 MONTHS)

Solicitation No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_

Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

Task Order No. \_\_\_\_\_ Modification No. \_\_\_\_\_  
 Offeror/Contractor Name: \_\_\_\_\_

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission. Does not include options. \$

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	<u>1st Month</u>	<u>2nd Month</u>	<u>3rd Month</u>	<u>4th Month</u>	<u>5th Month</u>	<u>6th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Cost Elements	<u>7th Month</u>	<u>8th Month</u>	<u>9th Month</u>	<u>10th Month</u>	<u>11th Month</u>	<u>12th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

## **Subpart 2009.5 Organizational Conflicts of Interest**

### **§2009.500 Scope of subpart.**

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

### **§2009.570 NRC organizational conflicts of interest.**

#### **§2009.570-1 Scope of policy.**

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

#### **§2009.570-2 Definitions.**

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

**§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.****(a) General.**

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

**(b) Situations or relationships.** The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's

private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the



potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

#### **§2009.570-4 Representation.**

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort

under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

#### **§2009.570-5 Contract clauses.**

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

#### **§2009.570-6 Evaluation, findings, and contract award.**

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-

3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

**§2009.570-7 Conflicts identified after award.**

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

**§2009.570-8 Subcontracts.**

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

**§2009.570-9 Waiver.**

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
- (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

**§2009.570-10 Remedies.**

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

**Skill Sets Matrix Instructions**

The Skill Sets Matrix spreadsheet requires you to complete entries for potentially available qualified candidates. In each of the technical areas of expertise, as applicable, enter the proposed candidate's relevant years of experience. In order to provide further understanding of the expertise needed references to the Standard Review Plan (NUREG 0800) ([www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800](http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0800)) chapters are listed in the title block of the first seven areas. Additionally, there are 15 technical areas listed for environmental expertise. To further understand the environmental skills requirements review the Environmental Standard Review Plan (NUREG-1555) (<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1555/>). The remaining columns are self explanatory.



SMALL BUSINESS SUBCONTRACTING PLAN

Date \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOLICITATION OR CONTRACT NUMBER: \_\_\_\_\_

ITEM/SERVICE: \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT (Including Options): \_\_\_\_\_

PERIOD OF PERFORMANCE: \_\_\_\_\_

1. TYPE OF PLAN

\_\_\_\_\_ Individual Plan (all elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_\_ Master Plan (Goals developed for this contract; all other elements standard; must be renewed every three years)

\_\_\_\_\_ Commercial Products Plan (contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plan's/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The contractor must provide a copy of the lead agency approval.)

2. GOALS

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

State separate dollar and percentage goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business. (For a contract with options, provide a separate statement for the basic contract and individual statements for each option year.)

A. Total estimated dollar value and percent of planned subcontracting with small businesses (include veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged and women-owned small business): \$ \_\_\_\_\_ and

\_\_\_\_\_ %

- B. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small") (% of C):  
\$ \_\_\_\_\_ and \_\_\_\_\_ %
- C. Total estimated dollar value of all planned subcontracting, i.e., the sum of A and B above: \$ \_\_\_\_\_ and 100%
- D. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_ %
- E. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_ %
- F. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_ %
- G. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_ %
- H. Total estimated dollar value and percent of planned subcontracting with woman-owned small businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_ %
- I. Provide a description of all the products and/or services to be subcontracted under this contract, and indicate the types of businesses supplying them: i.e., OTHER THAN SMALL (OTHER), SMALL BUSINESS (SB), VETERAN-OWNED SMALL BUSINESS (VOSB), SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB), HUBZONE SMALL BUSINESS, SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB) and WOMEN-OWNED SMALL BUSINESS (WOSB)

<u>Subcontracted Product/Service</u>	<u>OTHER</u>	<u>SB</u>	<u>VOSB</u>	<u>SDVOSB</u>	<u>HUBZONE</u>	<u>SDB</u>	<u>WOSB</u>
_____							
_____							
_____							
_____							
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(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

- J. Provide a description of the method used to develop the subcontracting goals for small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged, and women-owned small business concerns; i.e., explain the method



and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns were determined; and how the capabilities of small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns were determined. Include any source lists used in the determination process.

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K. Indirect costs have \_\_\_\_ have not \_\_\_\_ been included in the dollar and percentage subcontracting goals stated above. (Check one.)

L. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

3. Program Administrator

Provide the name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Duties:

Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but

are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns and assure that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of for small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns;
- E. Making arrangements for the utilization of various sources for the identification of small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns such as the Dynamic Business Search, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, the facilities of local small business and minority associations, and contact with Federal agencies' Small and Disadvantaged Business Utilization Specialists (SADBUS);
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at business opportunity workshops, Minority Business Enterprise seminars, trade fairs, procurement conferences, etc;
- H. Ensuring small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing

procedures;

- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;
- M. Providing technical assistance; e.g., engineering, quality control, and managerial assistance to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. For contractors of the Department of Defense, NASA, and the U.S. Coast Guard: Ensuring that Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) shall be afforded maximum practicable opportunity; and
- N. Other duties

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4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
  - 1. Contacting minority and small business trade associations;
  - 2. Contacting business development organizations;
  - 3. Attending small and minority business procurement conferences and trade fairs;
  - 4. Using Dynamic Business Search to locate sources; and
  - 5. Utilizing newspaper and magazine ads to encourage new sources.
- B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts:

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5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of a public facility) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan" (FAR 19.704).

6. Reporting and Cooperation

The contractor gives assurance of: (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct. 1 - March 31	SF-294	04/30
Apr. 1 - Sept. 30	SF-294	10/30
Oct. 1 - Sept. 30	SF 295*	10/30*

Contractors of the Department of Defense (DoD) are required to submit the SF 295 semi-annually. Contractors of civilian agencies will be required to submit the SF 295 annually as

shown in this chart, unless required more often by the procuring agency.

## ADDRESSES

(a) SF-294 and SF-295 are to be submitted electronically at [www.esrs.gov](http://www.esrs.gov).

### 7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. If the prime contractor is not using Dynamic Business Search as its source for small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns list the names of guides and other data identifying such vendors;
  - B. Organizations contacted in an attempt to locate small, veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged, and women-owned small business sources;
  - C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern;
  - D. Records to support other outreach efforts, e. g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
  - E. Records to support internal guidance and encouragement provided to buyers through: (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
  - F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor. (This item is not required on a contract-by-contract basis for company or division-wide commercial plans.)
  - G. Additional records:
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**This subcontracting plan was submitted by:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Approval:**

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 44
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2. CONTRACT NO. (Proc. Inst. Ident.) NRC-42-07-036	3. EFFECTIVE DATE <b>SEP 07 2007</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 03-07-036
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5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar 301-415-6310 Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (if other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  INFORMATION SYSTEMS LABORATORIES, INC ISL ATTN: DR. JAMES F. MEYER  11140 ROCKVILLE PIKE, SUITE 500  ROCKVILLE MD 20852	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
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11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission  Washington DC 20555	CODE	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-42-07-036  Washington DC 20555	CODE 3100
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	14. ACCOUNTING AND APPROPRIATION DATA B&R:725-15-171-111; JC:Q4014; BOC:252A; APPN:31X0200 FFS:NRO-07-484; OBLIGATION:\$550,000; DUNS:107928806
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B for Description of Services This is a Task Order Contract  Title: Technical Assistance in support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-application Activities related to New Reactor License Applications for the Westinghouse AP1000  Period of Performance: Sixty(60) months from effective date shown in Block 3 above				

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	I-1
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B-1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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	G	CONTRACT ADMINISTRATION DATA	G-1		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS	H-1				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> 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 condition 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.
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19A. NAME AND TITLE OF SIGNER (Type or print) <i>James F. Meyer, Senior V.P.</i>	20A. NAME OF CONTRACTING OFFICER Kala Shankar Contracting Officer
19B. NAME OF CONTRACTOR BY <i>[Signature]</i>	20B. UNITED STATES OF AMERICA BY <i>[Signature]</i>
19C. DATE SIGNED <i>9/7/07</i>	20C. DATE SIGNED <i>9/7/07</i>

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

The title of this project is as follows:

Technical Assistance in Support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the Westinghouse AP1000

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

(a) Brief description of work:

To provide technical expertise and assistance in support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the Westinghouse AP1000

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

**B.3 TYPE OF CONTRACT**

Cost Plus Fixed Fee, Indefinite Quantity Task Ordering contract.

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

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract during the five year period of performance is \$ 33,852,575.00. The Contracting Officer may place orders with the contractors during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is \$550,000.00.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TITLE: Technical Assistance in Support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications

### 1.0 BACKGROUND

The Office of New Reactors (NRO) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's future energy needs. NRO's Division of New Reactor Licensing (DNRL) supports the NRO mission to protect public health, safety, and the environment by leading and managing the activities associated with the licensing of new nuclear power plants. These activities include planning and scheduling, infrastructure development, environmental and safety reviews and project management of new reactor activities in support of licensing, oversight, and rulemaking programs for new reactors. DNRL is responsible as the project management organization for DC application reviews, ESP application reviews, COL application reviews, and new reactor pre-application activities. DNRL develops and maintains the necessary regulatory infrastructure to support new reactor licensing activities, including rulemaking, guidance development, interaction with stakeholders on issues pertaining to new reactors, large-scale project management tools, schedule and resource planning and tracking, and issuance of DCs, ESPs, and COLs.

NRO anticipates the filing of more than 19 COL applications in the next several years and the number is growing. As a result, substantial assistance will be needed by NRO staff to prepare for and review these applications. NRO is currently developing the infrastructure needed to review this growing number of new reactor applications. Technical assistance resources will need to be identified, coordinated, and managed to review these applications in a timely manner. Given this increased workload in new reactor licensing and the importance of meeting the schedule of new reactor licensing activities, the U. S. Nuclear Regulatory Commission (NRC) is seeking Contractor assistance in the preparation and review of these simultaneous applications.

The NRC has developed a strategy, referred to as the Design-Centered Review Approach (DCRA) and referenced in the Regulatory Issue Summary 2006-06, "New Reactor Standardization Needed to Support the Design-Centered Licensing Review Approach." DCRA is based on a concept of industry standardization of COL applications referencing a particular design (e.g., COL applications referencing either the AP1000, Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR) or Evolutionary Power Reactor (EPR) reactor designs). This approach uses, to the maximum extent practical, a "one issue, one review, one position" strategy in order to optimize the review effort, the resources needed to perform these reviews, and the review schedules. One technical review will be conducted for each reactor design issue and use of this one decision will support the decision on a DC and on multiple COL applications. In order for the DCRA to be fully effective, it is paramount that the DC and COL applicants achieve a consistent level of standardization among related COLs.

Further for the DCRA to be fully effective, it is essential that applicants referencing a particular design standardize their applications to the maximum extent practicable (standardize design features, analyses, assumptions, and methods) such that the technical review and decisions are made against a standard application, known as the reference COL (R-COL) application. If this is done, those decisions will be applicable to subsequent COL (S-COL) applications that reference the standard. The NRC's DCRA uses the DC review or the review of the R-COL as the basis for acceptance. The DC or R-COL application review will identify those technical areas to be considered standard for a given design. S-COL applicants who use the standard application and actively work with the R-COL applicant to standardize will significantly benefit from the DCRA and the goal of having "one issue, one review, one position" for multiple COL applications.

## 2.0 CONTRACT OBJECTIVES

The Contractors shall provide qualified, competent, and fully trained personnel to perform the required technical support activities.

## 3.0 SCOPE OF WORK

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

The scope of work involves placement of task orders in the following program areas. The performance Acceptance Criteria included in this section is general in nature. Specific performance standards are delineated in Section 6.0, Performance Standards.

## 4.0 SPECIFIC TASKS

To perform the tasks described in Section 4.0, expertise is needed in the following areas: Pre-Application; Design Certification; Early Site Permits and Environmental Impact Statements; Combined License; Regulatory Infrastructure; and Litigation Support.

### Task 1: PRE-APPLICATION

Requirements: The Contractor shall provide technical assistance in the review of design-specific and other documentation in support of DC, ESP, COL and Environmental Review activities. These assistance requirements may include topical report review; COL application template development, office instruction development; Construction Inspection Procedure program interface and support; NUREG-0800, 10 CFR Part 52 rulemaking and other rulemaking as necessary; and interactions with stakeholders through communication plans and public meetings.

Deliverables: The Contractor shall develop documentation to address their comments and submit written reports as required to state findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

Acceptance Criteria: Any written comments or requests for additional information (RAI) on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the PO and TM.

Additional Guidance and/or References: None

### Task 2: DESIGN CERTIFICATIONS (DC)

Requirements: The Contractor shall coordinate and administer the DC process by supporting an acceptance review, a technical review, and a rulemaking to certify the design. This will require reviewing final design information with Inspections, Tests, Analyses and Acceptance Criteria (ITAAC), postulated site parameters, interface requirements, resolution of severe accident issues, and advanced reactor testing requirements.

Deliverables: The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAI and Safety Evaluation Reports (SER) generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation shall be provided to the PO and TM on the schedule stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and Contracting Officer (CO).

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

### **Task 3: EARLY SITE PERMITS (ESP) / ENVIRONMENTAL IMPACT STATEMENTS (EIS)**

Requirements: The Contractor shall provide technical assistance in the review of the safety and environmental portion of new reactor licensing applications. These reviews include preparation of EISs, interfacing with applicants, coordination with state and federal agencies, and supporting public meetings and site audits. Also the contractor shall support the safety and environmental portion of the mandatory hearing on new reactor licensing; site safety reviews; emergency preparedness reviews; environmental protection reviews; environmental assessments (EAs) for DCs and other new reactor rulemaking activities.

Deliverables: The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. This documentation will be provided to the NRC on the schedule stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

### **Task 4: COMBINED LICENSE (COL)**

Requirements: The Contractor shall provide technical assistance support of COL for new reactors. It is noted that the COL may reference an ESP, a standard DC, both, or neither. The Contractor will support the necessary reviews to resolve all safety and environmental issues to allow the NRC to authorize construction and conditional operation including ITAAC. The Contractor shall also review financial qualifications, decommissioning funding assurances, need for power, capitalization and construction design engineering inspections for the COL.

Deliverables: The results of any non-conformance to these regulatory references will be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation will be provided to the PO and TM on the schedule stated in the individual task orders.

Acceptance Criteria: Any written comments or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the NRC TM and CO.

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800 and NUREG-1555 as necessary to support the safety and environmental reviews.

**Task 5: REGULATORY INFRASTRUCTURE**

Requirements: The Contractor shall provide technical assistance in developing and reviewing the required infrastructure to support the DC, COL and ESP applications. This may require assisting the staff in updating office instructions, NUREG-0800, 10 CFR Part 52, communication plans, reviewing industry documentation, developing templates and licensing procedures, and supporting public meetings.

Deliverables: The Contractor shall document their reviews and submit written reports as required to support their findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAls on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: None

**Task 6: LITIGATION SUPPORT**

Requirements: The Contractor shall provide litigation support at hearings and other similar processes. This includes, but is not limited to: providing written documentation of work performed during technical reviews; providing expert testimony and reports; reviewing and analyzing expert testimony/reports of other parties in the litigation.

Deliverables: The Contractor shall document their reviews and submit written reports as required to support their findings, and provide expert testimony.

Acceptance Criteria: Any written reviews or RAls on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: None

**5.0 PERSONNEL QUALIFICATIONS**

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

**5.1 CONTRACTOR PROJECT MANAGER**

The Project Manager (PM) shall be considered as key personnel under the contract and serve as primary contact. The PM shall possess, at a minimum, a Bachelor's Degree in Engineering or Science. The PM shall have experience that is related to safety and/or environmental impact where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed. The

PM will have demonstrated capabilities to address highly complex issues. As a minimum the Contractor's Project Manager shall have the following responsibilities:

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

## **5.2 REQUIRED TECHNICAL DISCIPLINES AND SPECIALIZED TECHNICAL AREAS**

The Contractor shall provide the following types of personnel/areas of technical expertise (Attachment 11, the skill set matrix, based on ESRP/SRP review sections encompass these type of personnel):

### (a) Engineering and Scientific Disciplines Required:

A minimum of a Bachelor's Degree in Engineering/Science or equivalent experience and at least seven years direct nuclear power related experience in each of the disciplines is required for personnel proposed under the following areas:

- Mechanical Systems
- Nuclear Systems
- Electrical Systems
- Structural and System Materials
- Thermal Hydraulics and Fluid Dynamics
- Reactor Systems
- Reactor Physics
- Reactor Fuel
- Risk and Reliability
- Severe Accident Progression
- Radiological Engineering
- Containment Systems
- Fire Protection
- Computer Science
- Meteorology
- Site Hazards
- Hydrology
- Geology
- Seismology
- Geotechnical
- Terrestrial Ecologist
- Aquatic Ecologist
- Health Physicist
- Transportation
- Socio-Economist
- Environmental Justice
- Benefits Assessment

Land Use Review  
 Alternative Review  
 Historic Review  
 Text Editor  
 Text Processor

(b) Specialized Technical Areas:

New Reactor Designs  
 Risk and Reliability Assessment  
 Fracture Mechanics  
 Reactor Construction: management and inspection methods and techniques  
 Reactor Design: inspection methods and techniques  
 Reactor Core Analysis  
 Computational Numerical Methods  
 Reactor Fuel Mechanical Design  
 Reactor Fuel Metallurgy  
 Reactor Core Design  
 Fuel Handling Systems  
 Radioactive Source Term Assessment  
 Emergency Preparedness  
 Accident Analysis  
 Dose Assessment  
 Atmospheric Dispersion: pertaining to radioactive materials and toxic chemicals  
 Internet Software Development  
 Planning and Scheduling  
 Human Factors  
 Instrumentation & Control  
 Reactor Operations  
 Metallurgy  
 Corrosion and Fatigue  
 Structural Analysis  
 Site Characterization  
 Environmental Reviews  
 Economics

## 6.0 PERFORMANCE STANDARDS

Contractor performance for each task order will be evaluated based on meeting the performance standard established for each task order and shall be documented on the performance evaluation form (Attachment 4). It should be noted that award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding task orders.

The deliverables required under this contract shall conform to the standards contained, or referenced, in the SOW for each task order. The Performance Requirements Summary (Attachment 5) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives applicable to the review of new reactor applications using the standard review plan (NUREG-0800 and NUREG-1555).

## 7.0 DELIVERABLES

### 7.1 Monthly Letter Status Report (MLSR)

See Sections F.3. and F.4. for information on Technical Progress Report and Financial Status Report. See Attachment 6 for format and content of the MLSR.



### 7.2 E-mail progress report

An e-mail should be provided to the CO, PO, DNRL Project Manager and TM which gives the task order title, task (or subtask) percent complete for each task order, and the corresponding funding percent depleted for each task order and the contract on a once per two week basis.

### 7.3 Technical Reporting Requirements

Unless otherwise specified in a task order, the Contractor shall provide all deliverables as draft products. The TM will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The Contractor shall revise the draft deliverable based on the comments provided by the TM, and then deliver the final version. When mutually agreed upon between the contractor and the TM, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the TM's comments on the previous draft.

The types, quantities, and distribution of the reports will be specified in each task order and shall be submitted by the contractor. Typically, the reports will involve:

**Technical Evaluation Report (TER):** Requests for this type of report are made when a formal report is required but the distribution is limited. As appropriate, the draft and final TERs will summarize the work performed, results attained, findings, conclusions and recommendations.

**NUREG/CR Report:** This is the most formal Contractor report and is requested when there is significant and important compilation of information and wide distribution of the report as a stand-alone document is required and when the staff believes the document will be referenced frequently. NUREG/CR reports require the completion/execution of an NRC form 426A, to be completed by the Contractor and sent to the Technical Monitor for processing. For further information refer to Management Directive 3.7, "NUREG-Series Publications"

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

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

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

Unless otherwise specified by the task order, all deliverables will be produced in both electronic (MS Word, depending on the task/application) and hard copy (paper) versions. Unless otherwise required by the task order, the Contractor shall deliver a hard copy of all deliverables (preliminary, draft, and final) to the CO and PO, with 5 copies to the task order TM. The electronic versions of the deliverables will be delivered to the task order with notification of delivery to the PO. See NRCAR 2052.235.70 for Publication of Research Results.

## **8.0 MEETINGS AND TRAVEL**

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work detailed in the task order statement of work. Prior to any trip taken during the period of performance under this contract, the Contractor shall obtain approval from the CO.

## **9.0 NRC FURNISHED MATERIALS**

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC Furnished Materials Section of the task order. In general, the task order TM will provide those NRC documents related to the task order that are readily available. Contractor staff will identify any additional NRC documentation that is needed and the TM will determine whether it will be provided by NRC or obtained directly by Contractor from NUDOCS, Agency wide Document Access Management System (ADAMS), the NRC Public Document Room, or the NRC public web site. Any reports, documents, equipment, and other material that the contractor will require from the NRC to perform the work will be stated in the "Work Requirements" section of the task order statement of work, along with the person to whom the material will be sent and the time requirements for NRC to provide the material.

## **10.0 ORGANIZATIONAL CONFLICTS OF INTEREST**

The Contractors shall review this proposed project and provide disclosures to the NRC for projects in the same or similar technical area (or matter) as the project services within the scope of this agreement (or task order) being performed for NRC licensees, vendors, industry groups or research institutes that represent or are substantially comprised of nuclear utilities. These disclosures shall include efforts planned prior to, or during litigation associated with new reactor issues in which the Contractor was involved. All disclosures shall consist of a copy of the official SOW, the name of the organization, the total dollar value, and the period of performance. In addition, the Contractor shall also identify any current or former NRC employees who have been or will be involved in performing work on any given task order. The NRC will use the information to determine if performance of the effort in this Statement of Work will give rise to a conflict of interest to any work performed for others by the Contractor. See Section H.3. for Contractor Organizational Conflicts of Interest (OCOI) requirements, and Attachment 9 for OCOI guidance.

## **11.0 LICENSE FEE**

Refer to Section H.6. and Attachment 7 of this solicitation for additional information on License Fee Recovery.

SOW Attachments 1 through 6 are listed under SECTION J, List of Attachments.

## **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.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

**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.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

**F.2 2052.211-70 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 List of Attachments).

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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, appropriate financial tracking code specified by the NRC Project Officer, 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 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.

**F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held

property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. 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, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, 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:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: 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.
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate significant changes 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".
- (i) Property status:
  - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of 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. The same information must 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 showing the information specified in paragraph (i)(2) of this clause.
  - (4) In the final financial 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 ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) 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.

**F.5 DELIVERY SCHEDULE**

To be established at time of each task order award.

**F.6 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 (1 copy)

U.S. Nuclear Regulatory Commission  
ATTN: Charles Willbanks  
Office of New Reactors  
11545 Rockville Pike, M/S T-6J06  
Rockville, MD 20852

(b) Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
ATTN: NRC-42-07-036  
Division of Contracts, M/S T-712  
11545 Rockville Pike  
Rockville, MD 20852

**F.7 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on effective date as shown in Block 3 of the Standard Form 26 and will expire sixty (60) months from that date. 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).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Charles Willbanks

Address: U.S. Nuclear Regulatory Commission  
Office of New Reactors  
11545 Rockville Pike, M/S T-6J06  
Rockville, MD 20852

Telephone Number: 301-415-0494

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

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

(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 reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

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

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

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

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

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

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



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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories 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 52.233-1 -Disputes.

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

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

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

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

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).


(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, 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.3 2052.216-71 INDIRECT COST RATES (JAN 1993)**

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

INDIRECT COST POOL	RATE	BASE	PERIOD
Fringe Benefits		Direct Labor	Award – until revised
Overhead		Direct Labor	Award – until revised
G&A		Total Value Added Cost Input	Award – until revised
Material Handling		Materials and Subcontractor Costs	Award – until revised

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

**G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

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

- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

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

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

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

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

#### **G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

## G.6. TASK ORDER PLACEMENT PROCEDURES

This is one of four awards resulting from solicitation 03-07-036. Each of the contracts is for the support of task orders related to a specific reactor design center: Advanced Plant 1000 (AP1000), Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR), and the Evolutionary Power Reactor (EPR).

Each of the four selected contractors will primarily be responsible for all task orders issued under a particular design center for which they were awarded a contract. A small percentage of the work will be either generic or site specific in nature. Items listed in the Statement of Work, Section 3.1, Pre-Application, is an example of this type of work. In addition, some environmental aspects of the review will also be in this category. To the extent practicable, tasks will be awarded against the site where a given design center is located, to be consistent with the DCRA.

However, in situations where (1) a particular task order is not design center specific; and/or (2) a contractor selected for a particular design center can not perform work on a particular task order due to workload/performance issues, the Government will place such task orders in accordance with Federal Acquisition Regulation (FAR) 16.505, and the following fair opportunity procedures will be used:

(1) Fair opportunity (Non Design Center Specific Orders).

(a) The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple task-order contracts, except as provided for in paragraph entitled "Single Source" below.

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

(c) The contracting officer will consider the following before award:

(1) Past performance on earlier orders under the contract, including quality, timeliness and cost control;

(2) Potential impact on other orders placed with the contractor;

(3) Minimum order requirements;

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

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

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

(ii) Using a multiphased approach when effort required to respond to a potential order may be resource intensive (e.g., requirements are complex or need continued development), where all contractors are initially

considered on price considerations (e.g., rough estimates), and other considerations as appropriate (e.g., proposed conceptual approach, past performance). The contractors most likely to submit the highest value solutions are then selected for one-on-one sessions with the Government to increase their understanding of the requirements, provide suggestions for refining requirements, and discuss risk reduction measures.

(d) Formal evaluation plans or scoring of offers are not required.

When one of the exceptions to the fair opportunity process, as stated in FAR 16.505(b)(2) applies, the Government will award task orders in accordance with the following procedures:

SINGLE SOURCE:

Per FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under multiple delivery order contracts or multiple Task Order contracts if the Contracting Officer determines that –

- (i) the agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays. In this event orders will be rotated among the contractors.
- (ii) only one such contractor is capable of providing such supplies or services at the level of quality required because the services to be ordered are unique or highly specialized; or
- (iii) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order, or
- (iv) it is necessary to place an Order to satisfy a minimum guarantee.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

## (d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

## (e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 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 thereof (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

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

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

## H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.



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

### **H.3 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

### **H.4 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

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

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

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

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

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

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

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

## **H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

## **H.6 LICENSE FEE RECOVERY COSTS (APR 1992)**

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

## **H.7 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## **H.8 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## **H.9 Compliance with U.S. Immigration Laws and Regulations**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

## **H.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and

subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

### **H.11 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

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

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

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

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

### **H.12 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

#### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the

direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI): The decision, determination or direction by the NRC that information constitutes SUNSI or SGI remains exclusively a matter within the authority of the NRC to make. In performing the contract, the Contractor shall clearly mark SUNSI and SGI to include for example the appropriate Official Use Only marking (in accordance with SUNSI guidance) or, Safeguards Information (in accordance with SGI guidance), on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the Contractor shall use the applicable NRC cover sheet forms, when applicable, (e.g. NRC Form 461- Safeguards Information, NRC Form 1900 - Official Use Only- Investigation Information, NRC Form 761- Warning Confidential Allegation Material, and NRC Form 762 - Warning Sensitive Allegation Material) in maintaining these records and documents. The Contractor will ensure that SUNSI and SGI is handled appropriately, maintained and protected from unauthorized disclosure. The Contractor shall comply with the requirements to mark, maintain and protect all SUNSI and SGI including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.7 for SGI; NRC Management Directive and Handbook 12.6 for Sensitive Unclassified Information, and in accordance with NRC Policy for Handling, Marking, and Protecting Sensitive Unclassified Non-Safeguards Information (ML052990146), Yellow Announcement 2005-077, "Policy Revision: NRC Policy for Handling, Marking, and Protecting Sensitive Unclassified NonSafeguards Information (SUNSI), dated October 26, 2005; and SUNSI instructions contained on the NRC intranet Web site at [www.internal.nrc.govunsi/](http://www.internal.nrc.govunsi/) .

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	OCT 2001
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-5	TRADE AGREEMENTS	NOV 2006
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
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 (FEB 2002) Alternate I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JUNE 2007)	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002

**I.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

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

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

**I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity stated in Section B.4, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the contract ceiling amount;

(2) Any order for a combination of items in excess of the contract ceiling amount; or

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

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

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

**I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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



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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months.

### **1.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)**

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

## **I.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause-

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

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

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

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

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

(3) For long-term contracts-

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

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code 541990 assigned to contract number NRC-42-07-036.

[Contractor to sign and date and insert authorized signer's name and title].

## **I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### **I.8 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures.

Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.9 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs

(a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--



(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

#### **I.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
1.	Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications
2.	Task Order Staffing Plan Format
3.	Task Order Project Plan Format
4.	Performance Evaluation Plan
5.	Performance Requirements Summary
6.	Monthly Letter Status Report (MLSR) Format
7.	Billing Instructions for Cost-Reimbursement
8.	Contractor Spending Plan
9.	Organizational Conflicts of Interest

## **Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications**

### **I. Purpose**

This style guide provides guidance to NRC staff on the request for additional information (RAI) phase of the COL application review and may be provided to the appropriate contractor for their use in COL applications reviews.

### **II. Overview and Internal NRC Process**

The branch seeking additional information prepares the questions, which are reviewed by the branch lead. The questions are forwarded to the project manager (PM). The PM reviews each question to ensure that he or she understands what information is sought, that the question is unambiguous, that the question includes an adequate basis, and that the information sought is necessary for the safety review. The PM may clarify the question but should obtain the concurrence of the technical branch reviewer if the change is of a technical nature. If not already assigned, the PM assigns a unique number to each RAI to link the RAI to a section of the COL application. The PM then forwards the questions to the applicant. The PM and review branch interact with the applicant as necessary to ensure that the applicant understands the questions or to give the applicant the opportunity to identify when the requested information is already available to the staff (i.e., in the UFSAR, Technical Specifications, or other docketed correspondence). Some RAIs are typically dropped during this interaction. The staff then formally transmits the RAIs to the PM, and the PM formally transmits the RAIs, along with any pertinent guidance (i.e., the date by which the applicant must respond) to the applicant.

### **III. RAI Guidance**

1. An RAI should be limited to the scope of the Rule, 10 CFR Part 52.
  - a. An RAI should not imply that the current licensing basis (CLB) is inadequate. CLB issues should be addressed under Part 50.
  - b. An RAI should not request information that is already on the docket. Note that the draft RAIs occasionally contain information that is already on the docket if the information is not readily available to the staff. These draft RAIs are typically dropped during interactions with the applicants, as described above.
2. An RAI should include the appropriate basis for requesting the information. The basis should explain why the information is needed, including how it will be used to help make a reasonable assurance finding.
3. Judgmental language should be avoided.
  - a. Questions should not make adequacy determinations. Staff evaluations and conclusions belong in the SER.

- b. Words like unacceptable, deficient, and deviation should be avoided. Likewise, avoid using phrases like *the staff will require that* since it is premature to require anything when you are asking questions.
4. Questions should be focused, not open-ended.
- a. The RAI should be in the form of a question or an imperative to provide what is needed to satisfy the RAI. When the reviewer needs specific information or the underlying issue may not be apparent, the RAI should clearly identify the information requested and/or the underlying issue.
  - b. Questions should not pertain to information that is either already available (such as asking about plant technical specifications) or not the applicant's responsibility.
  - c. "If ... then" questions (questions that could lead to follow on questions) should provide both parts of the question.
  - d. Ask questions to clarify conflicting or contradictory statements in the application.

Note that reviewers' RAIs should be limited to their areas (e.g., hydrology reviewers shouldn't be asking seismology questions). If a reviewer has questions outside their review area, the reviewer must communicate the questions to the appropriate reviewers. The PM can coordinate this communication.

5. Assign each RAI a unique number that links the RAI to a section of the application.
- a. If an RAI applies to a specific section of the SER, use the section number followed by a unique question number (e.g., the first question related to Section 3.3.4 would be numbered RAI 3.3.4-1).
  - b. If the RAI applies to more than one section of the SER, use the next higher section number (e.g., if a question is applicable to Sections 3.3.4, 3.3.5, and 3.3.6, assign the question to Section 3.3, such as RAI 3.3-1). The same RAI question should not be repeated in the various sections.

#### IV. Sample RAI

10 CFR 100.23 requires a probabilistic seismic hazard analysis or suitable sensitivity analysis in order to address the uncertainties inherent in the estimation of the Safe Shutdown Earthquake (SSE) ground motion. Regulatory Guide 1.165 (RG 1.165), "Identification and Characterization of Seismic Sources and Determination of Safe Shutdown Earthquake Ground Motion" provides specific guidance with respect to the probabilistic evaluations that should be conducted to address the uncertainties associated with determining the SSE ground motion. RG 1.165 specifies a target or reference probability that is to be used to determine the controlling earthquake(s) magnitude and distance (M, D) and SSE spectra for the site. The reference probability is the annual probability level such that 50 percent of a set of currently operating plants have an annual median probability of exceeding their SSE that is below this level. Section 2.5.2 of the application does not specify that the reference probability (median  $10^{-5}$ )

from RG 1.165 was used to determine the controlling earthquake(s) (M,D) for North Anna. Clarify whether the reference probability from RG 1.165 was used to determine the controlling earthquake for North Anna and if a different reference probability was used, then justify the use of the new probability value.

#### **V. Interactions with the Applicant**

1. After an RAI has been forwarded to the PM, the PM may hold teleconferences and/or public meetings before issuing the RAI:
  - a. The discussions prevent misunderstanding of the intent of the questions.
  - b. If a draft RAI is clarified or resolved before issuance, the PM develops a docketed record of the resolution (i.e., minutes of a public meeting or a teleconference summary). An RAI can only be considered resolved if the information is already in the application or other documents previously submitted to the NRC. If not, the RAI is sent to the applicant so that the applicant's response will be submitted on the docket.
2. After the final RAIs have been issued, the applicant may request a teleconference and/or a public meeting:
  - a. The teleconferences and/or meetings provide additional clarification of the intent of the RAIs and help the applicant prepare satisfactory responses.
  - b. To ensure that the response appropriately addresses the RAI, the applicant may submit a draft response (which the PM docketed in the Agency-Wide Documents Access and Management System (ADAMS) and request a follow up teleconference and/or meeting.
3. After receiving the applicant's response to the RAI, the PM may hold a teleconference and/or a public meeting with the applicant:
  - a. The purpose of discussing a response with the applicant is to better understand the response and/or clarify areas of disagreement. If the resolution of a response relies on information not submitted to the NRC, the applicant should submit the information on the docket. The submission is not intended to be another RAI or a means to minimize the number of SER open items, but in actual practice this step frequently reduces the number of SER open items.
  - b. If the areas of disagreement remain, the unresolved RAI becomes an SER open item.

#### **VI. Receipt of the Responses to the RAIs**

On receiving the applicant's response to an RAI, the PM provides a copy to the reviewers. The reviewers have a specified time based on the schedule to review the response for acceptability. If time permits, the PM and the reviewers may discuss incomplete RAI responses with the applicant. The discussions are not to be construed

as another RAI. An RAI that remains open becomes a safety evaluation report open item.

**Task Order Staffing Plan Format**

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

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

Staffing Plan - Task Order

Name	Expertise	Project Role (task)	Title	Est. Hours

**Task Order Project Plan Format**

The task order project plan shall clearly describe your organization's planned technical and management approach to performing the effort described in the specific task order. You shall describe your proposed technical approach by task, identifying for each, the schedule, milestones, and deliverables (in Microsoft Project® or similar format); the methodology, innovations, and quality control measures to be used; problems and risks anticipated, as well as your risk mitigation plans. This project plan supplements the project management plan developed for the SOW. Once established, and approved by the TM, this project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.

**Project Plan**

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

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

**Quality Control** All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC and in accordance with the quality control plan. A NUREG template will be used by all reviewers.



**Performance Evaluation Plan**

JCN: \_\_\_\_\_ Task Order #: \_\_\_\_\_ Rating Period: MM/DD/YYYY to MM/DD/YYYY  
 TM: \_\_\_\_\_ (Contractor) PM: \_\_\_\_\_  
Assessment of Task Order Performance

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

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

**TM**

I certify that the above evaluation is accurate.

**PO**

I concur in the rating provided by the TO TM.

**Comments:**

**Comments:**

**Signature**

**Date**

**Signature**

**Date**

Note: PO signature only required when rating of unsatisfactory is given

## Rating Scale and Subcategory Definitions

### Rating Scale

#### Appropriate SRP Sections Reviewed

- Excellent – Reviewed all appropriate SRP sections and subsections as specified in the Task Order. Interfaced with NRC staff at least weekly to collect their inputs, and made recommendations in a clear and concise manner.
- Satisfactory – Addressed all appropriate SRP sections and subsections as specified in the Task Order. Communication with the NRC staff was infrequent (less than weekly) but adequate.
- Unsatisfactory – Did not address 2 or more appropriate SRP sections and subsections as specified in the Task Order. Communications with NRC staff was infrequent and inadequate.

#### Budget

- Excellent – Performed all work specified in the Task Order at or within the initial budget.
- Satisfactory – Performed all identified tasks within the NRC adjusted budget that was adjusted for issues outside the Contractor's control. Contractor identified budget and schedule issues promptly to NRC to allow adequate time to evaluate the situation and revise the budget as needed.
- Unsatisfactory – Failed to complete work specified in the Task Order within budget. Did not adequately keep NRC advised of issues that could affect the task budget or schedule.

#### Incorporation of Comments

- Excellent – Communicated effectively and in a timely manner with NRC to incorporate NRC comments promptly and correctly. Resolved or incorporated major comments in one iteration. General and editorial comments were resolved quickly and ahead of schedule. Questions and potential issues were resolved in a highly professional manner.
- Satisfactory – Communicated adequately with the NRC staff to collect and incorporate comments. One or more rounds of comment resolution was required to resolve major issues. General and editorial comments were resolved within the established scheduled time period.
- Unsatisfactory – Communication between the contractor and NRC was inadequate to identify and incorporate comments in a timely manner. Several iterations of comment resolution were insufficient to incorporate the NRC comments. Major issue resolution was not pursued appropriately, and general and editorial comments were not adequately addressed, which caused a schedule delay.

#### Timeliness

- Excellent – Completed all tasks on or ahead of schedule

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- Satisfactory – Completed all tasks at or ahead of the schedule revised due to circumstances beyond the contractor's control.
- Unsatisfactory – Exceeded the agreed upon (or revised) schedule by greater than 2 business days.

Performance Requirements Summary

Performance Requirements and Deliverables	Standard	Method of Review	Incentive/Deduction
Management Controls	A Project Plan shall be established consistent with the NRC licensing review schedule. The format for this Project Plan is provided in Attachment 3. Once established, and approved by the TM, the project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.	The TM or designee will review.  The licensing review schedule will be updated and monitored on a frequent basis. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.	Full payment for 100% compliance.  Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.

<p>Technical Evaluation Report</p>	<p>The format will be provided as an Attachment to the task order, upon contract award. The content should address the relevant portion of NUREG-0800, "Standard Review Plan (SRP)" or (NUREG 1555, "Environmental SRP" and any Safety Evaluation Report (SER) writing templates furnished by the NRC.</p>	<p>The TM or designee will review the technical letter report to the standards to assure compliance. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.</p>
<p><b>Performance Requirements and Deliverables</b></p>	<p><b>Standard</b></p>	<p><b>Method of Review</b></p>	<p><b>Incentive/Deduction</b></p>
<p>Request for additional information (RAIs)</p>	<p>Guidance for writing RAIs is provided in Attachment 1.</p>	<p>The TM or designee will review the RAIs to the standards to assure compliance. The TM shall assess the performance of the contractor using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders documented on Attachment 4.</p>

**Monthly Letter Status Report (MLSR) Format  
Under JCN-.....**

**A. Task Order Identification and Financial Summary Information**

Contract/Agreement Number JCN Number Task Order Number  
J-NNN MMM

Project Title: XXX

TM: ZZZ

PO: AAA

Total Award Amount:

Funds Obligated to Date:

Total Costs Incurred This Reporting  
Period Direct:

Total Costs Incurred This Reporting  
Period Indirect:

Cumulative Costs to Date:

Percent Expended (Cum  
Cost/Obligated):

Balance of Obligated Funds  
Remaining:

Balance of Fund Required for  
Completion:

Period of Performance:

Spending Plan:

	07/07	08/07	09/07	10/07	11/07	12/07	01/08	02/08	03/08	Total
Planned										
Revised Plan										
Actual										

**B. Efforts Completed/Schedule Milestone Information**

Subtask	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date

**C. Work Performed**

Work under this task order is XX percent complete.  
[Also provide by SubTask, if appropriate]

**D. Problem/Resolution**

**E. Travel for This Period**

Name	Start Date	End Date	Destination/Activity

**F. Plans for Next Period**

**G. Staff Hour Summary**

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status

BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

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

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

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

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

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

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

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

**Format:** Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see **Attachment 1**). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.



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

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

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

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.

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

(SAMPLE FORMAT)

**1. Official Agency Billing Office**

U.S. Nuclear Regulatory Commission  
Division of Contracts MS: T-7-1-2  
Washington, DC 20555-0001

**2. Voucher Information**

- a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. **Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. **Contract Number.** Insert the NRC contract number.  
**Task Order No.** Insert the task order number (If Applicable).
- d. **Voucher/Invoice.** The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. **Date of Voucher/Invoice.** Insert the date the voucher/invoice is prepared.
- f. **Billing period.** Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. **Direct Costs -** Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).
- (1) **Direct Labor.** This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:
 

<u>Labor Category</u>	<u>Hrs. Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hrs.Billed</u>
  - (2) **Fringe Benefits.** This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
  - (3) **Capitalized Non Expendable Equipment.** List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
  - (4) **Non-capitalized Equipment, Materials, and Supplies.** These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.

Billing Instructions for Cost Reimbursement Type Contracts

- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.

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

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

3. Sample Voucher Information

This voucher represents reimbursable costs for the billing period for the billing period from \_\_\_through\_\_.

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

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

Total Direct Costs

ATTACHMENT 7

BILLING INSTRUCTIONS

- (b) Indirect Costs
    - (A) Overhead \_\_\_ % of \_\_\_\_\_  
(Indicate Base).....
    - (B) General & Administrative Expense  
\_\_\_ % of Cost Elements Nos.  
Total Direct & Indirect Costs
  - (c) Fixed-Fee (Cite Formula):
  - (d) Total Amount Billed.....
  - (e) Adjustments.....
  - (f) Grand Totals.....
- (Requires Supporting Information -- See Sample below)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

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

3) Capitalized Non-Expendable Equipment

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

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00  
 6 Pairs Electrostatic gloves @ \$150.00 = \$900.00  
 \$2000.00

5) Premium Pay

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

3) Consultants' Fee

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

7) Travel

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
3/1/89	Wash., DC	\$200

**FEE RECOVERY BILLING REPORT**

**FIN:**

**Facility Name or Report Title:**

**TAC or Inspection Report Number:  
(or other unique identifier)**

**Docket Number (if applicable):**

<b>Cost Categories</b>	<b>Period Amt.</b>	<b>Period Cost Incurred</b>	<b>Fiscal Year To Date Costs</b>	<b>Total Cumulative Costs</b>
------------------------	--------------------	---------------------------------	--------------------------------------	-----------------------------------

Labor

Materials

Subcontractor/  
Consultant

Travel

Other (specify)

Common Costs

Total

Remarks:

C:\temp\Billing instruct CR (October 2003).wpd

## CONTRACTOR SPENDING PLAN - INSTRUCTIONS

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

### Applicability

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

### Submission

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

### Format

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

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

**ATTACHMENT 8 - CONTRACTOR SPENDING PLAN  
CONTRACTOR SPENDING PLAN (CSP)**

(TO BE COMPLETED AS A PART OF THE OFFEROR'S COST PROPOSAL FOR EACH COST REIMBURSEMENT CONTRACT OR INDIVIDUAL TASK ORDER OR FOR ANY CONTRACT OR TASK ORDER MODIFICATION WHICH EXCEEDS \$100,000 AND HAS A PERFORMANCE PERIOD EXCEEDING 6 MONTHS)

Solicitation No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

Task Order No. \_\_\_\_\_ Modification No. \_\_\_\_\_  
Offeror/Contractor Name: \_\_\_\_\_

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission. Does not include options. \$ \_\_\_\_\_

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	<u>1st Month</u>	<u>2nd Month</u>	<u>3rd Month</u>	<u>4th Month</u>	<u>5th Month</u>	<u>6th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Cost Elements	<u>7th Month</u>	<u>8th Month</u>	<u>9th Month</u>	<u>10th Month</u>	<u>11th Month</u>	<u>12th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

## Subpart 2009.5 Organizational Conflicts of Interest

### §2009.500 Scope of subpart.

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

### §2009.570 NRC organizational conflicts of interest.

#### §2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

#### §2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).



Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

**§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.**

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's

private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the

potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

**§2009.570-4 Representation.**

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort

under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

**§2009.570-5 Contract clauses.**

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

**§2009.570-6 Evaluation, findings, and contract award.**

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-

3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

**§2009.570-7 Conflicts identified after award.**

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

**§2009.570-8 Subcontracts.**

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

**§2009.570-9 Waiver.**

- (a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.
- (b) Waiver action is strictly limited to those situations in which:
  - (1) The work to be performed under contract is vital to the NRC program;
  - (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
  - (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.



(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

**§2009.570-10 Remedies.**

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

2. CONTRACT NO. (Proc. Inst. Ident.) NRC-42-07-481  
 3. EFFECTIVE DATE SEP 07 2007  
 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRC-04-07-481

5. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission  
 Div. of Contracts  
 Attn: Kala Shankar 301-415-6310  
 Mail Stop T-7-I-2  
 Washington, DC 20555  
 6. ADMINISTERED BY (If other than Item 5) CODE 3100  
 U.S. Nuclear Regulatory Commission  
 Div. of Contracts  
 Mail Stop T-7-I-2  
 Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  
 N J NUMARK ASSOCIATES INC  
 NUMARK ASSOCIATES  
 1220 19TH ST NW STE 500  
 WASHINGTON DC 20036 2444  
 8. DELIVERY  
 FOB ORIGIN  OTHER (See below)  
 9. DISCOUNT FOR PROMPT PAYMENT  
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE 786247377 FACILITY CODE  
 11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission  
 Washington DC 20555  
 12. PAYMENT WILL BE MADE BY CODE 3100  
 U.S. Nuclear Regulatory Commission  
 Payment Team, Mail Stop T-9-H-4  
 Attn: NRC-42-07-481  
 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  
 B&R:725.15.171111; JC:Q4012; BOC: 252A; APPN 31X0200  
 FFS:NRO-07-481; OBLIGATION:\$550,000; DUNS: 788247377

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B for Description of Services This is a Task Order Contract  Title: Technical Assistance in support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-application Activities related to New Reactor License Applications for the AREVA EPR  Period of Performance: Sixty (60) months from effective date shown in Block 3 above				

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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 condition 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) Neil Numark, President  
 20A. NAME OF CONTRACTING OFFICER Kala Shankar, Contracting Officer

19B. NAME OF CONTRACTOR BY [Signature]  
 19C. DATE SIGNED 9/7/07  
 20B. UNITED STATES OF AMERICA BY Kala Shankar (Signature of Contracting Officer)  
 20C. DATE SIGNED 9/7/07

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

The title of this project is as follows:

Technical Assistance in Support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the AREVA EPR.

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

(a) Brief description of work:

To provide technical expertise and assistance in support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the AREVA EPR.

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

**B.3 TYPE OF CONTRACT**

Cost Plus Fixed Fee, Indefinite Quantity Task Ordering contract.

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

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract during the five year period of performance is \$ 29,205,885.00. The Contracting Officer may place orders with the contractors during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is \$550,000.00.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### 1.0 BACKGROUND

The Office of New Reactors (NRO) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's future energy needs. NRO's Division of New Reactor Licensing (DNRL) supports the NRO mission to protect public health, safety, and the environment by leading and managing the activities associated with the licensing of new nuclear power plants. These activities include planning and scheduling, infrastructure development, environmental and safety reviews and project management of new reactor activities in support of licensing, oversight, and rulemaking programs for new reactors. DNRL is responsible as the project management organization for DC application reviews, ESP application reviews, COL application reviews, and new reactor pre-application activities. DNRL develops and maintains the necessary regulatory infrastructure to support new reactor licensing activities, including rulemaking, guidance development, interaction with stakeholders on issues pertaining to new reactors, large-scale project management tools, schedule and resource planning and tracking, and issuance of DCs, ESPs, and COLs.

NRO anticipates the filing of more than 19 COL applications in the next several years and the number is growing. As a result, substantial assistance will be needed by NRO staff to prepare for and review these applications. NRO is currently developing the infrastructure needed to review this growing number of new reactor applications. Technical assistance resources will need to be identified, coordinated, and managed to review these applications in a timely manner. Given this increased workload in new reactor licensing and the importance of meeting the schedule of new reactor licensing activities, the U. S. Nuclear Regulatory Commission (NRC) is seeking Contractor assistance in the preparation and review of these simultaneous applications.

The NRC has developed a strategy, referred to as the Design-Centered Review Approach (DCRA) and referenced in the Regulatory Issue Summary 2006-06, "New Reactor Standardization Needed to Support the Design-Centered Licensing Review Approach." DCRA is based on a concept of industry standardization of COL applications referencing a particular design (e.g., COL applications referencing either the AP1000, Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR) or Evolutionary Power Reactor (EPR) reactor designs). This approach uses, to the maximum extent practical, a "one issue, one review, one position" strategy in order to optimize the review effort, the resources needed to perform these reviews, and the review schedules. One technical review will be conducted for each reactor design issue and use of this one decision will support the decision on a DC and on multiple COL applications. In order for the DCRA to be fully effective, it is paramount that the DC and COL applicants achieve a consistent level of standardization among related COLs.

Further for the DCRA to be fully effective, it is essential that applicants referencing a particular design standardize their applications to the maximum extent practicable (standardize design features, analyses, assumptions, and methods) such that the technical review and decisions are made against a standard application, known as the reference COL (R-COL) application. If this is done, those decisions will be applicable to subsequent COL (S-COL) applications that reference the standard. The NRC's DCRA uses the DC review or the review of the R-COL as the basis for acceptance. The DC or R-COL application review will identify those technical areas to be considered standard for a given design. S-COL applicants who use the standard application and actively work with the R-COL applicant to standardize will significantly benefit from the DCRA and the goal of having "one issue, one review, one position" for multiple COL applications.

These type of licensing review and process activities must be fully identified, developed, coordinated and scheduled for the new reactors review program to be successful. Toward that end, staff recently began developing detailed MS-Project models that are high-level and conceptual in nature, but may eventually include as much as 80,000 lines of tasks and subtasks.

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

## **2.0 CONTRACT OBJECTIVES**

The Contractors shall provide qualified, competent, and fully trained personnel to perform the required technical support activities.

## **3.0 SCOPE OF WORK**

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

The scope of work involves placement of task orders in the following program areas. The performance Acceptance Criteria included in this section is general in nature. Specific performance standards are delineated in Section 6.0, Performance Standards.

## **4.0 SPECIFIC TASKS**

To perform the tasks described in Section 4.0, expertise is needed in the following areas: Pre-Application; Design Certification; Early Site Permits and Environmental Impact Statements; Combined License; Regulatory Infrastructure; and Litigation Support.

### **Task 1: PRE-APPLICATION**

Requirements: The Contractor shall provide technical assistance in the review of design-specific and other documentation in support of DC, ESP, COL and Environmental Review activities. These assistance requirements may include topical report review; COL application template development, office instruction development; Construction Inspection Procedure program interface and support; NUREG-0800, 10 CFR Part 52 rulemaking and other rulemaking as necessary; and interactions with stakeholders through communication plans and public meetings.

Deliverables: The Contractor shall develop documentation to address their comments and submit written reports as required to state findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

Acceptance Criteria: Any written comments or requests for additional information (RAI) on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the PO and TM.

Additional Guidance and/or References: None

### **Task 2: DESIGN CERTIFICATIONS (DC)**

Requirements: The Contractor shall coordinate and administer the DC process by supporting an acceptance review, a technical review, and a rulemaking to certify the design. This will require reviewing final design

information with Inspections, Tests, Analyses and Acceptance Criteria (ITAAC), postulated site parameters, interface requirements, resolution of severe accident issues, and advanced reactor testing requirements.

**Deliverables:** The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAI and Safety Evaluation Reports (SER) generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation shall be provided to the PO and TM on the schedule stated in the individual task orders.

**Acceptance Criteria:** Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and Contracting Officer (CO).

**Additional Guidance and/or References:** The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

### **Task 3: EARLY SITE PERMITS (ESP) / ENVIRONMENTAL IMPACT STATEMENTS (EIS)**

**Requirements:** The Contractor shall provide technical assistance in the review of the safety and environmental portion of new reactor licensing applications. These reviews include preparation of EISs, interfacing with applicants, coordination with state and federal agencies, and supporting public meetings and site audits. Also the contractor shall support the safety and environmental portion of the mandatory hearing on new reactor licensing; site safety reviews; emergency preparedness reviews; environmental protection reviews; environmental assessments (EAs) for DCs and other new reactor rulemaking activities.

**Deliverables:** The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. This documentation will be provided to the NRC on the schedule stated in the individual task orders.

**Acceptance Criteria:** Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

**Additional Guidance and/or References:** The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

### **Task 4: COMBINED LICENSE (COL)**

**Requirements:** The Contractor shall provide technical assistance support of COL for new reactors. It is noted that the COL may reference an ESP, a standard DC, both, or neither. The Contractor will support the necessary reviews to resolve all safety and environmental issues to allow the NRC to authorize construction and conditional operation including ITAAC. The Contractor shall also review financial qualifications, decommissioning funding assurances, need for power, capitalization and construction design engineering inspections for the COL.

**Deliverables:** The results of any non-conformance to these regulatory references will be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation will be provided to the PO and TM on the schedule stated in the individual task orders.



Acceptance Criteria: Any written comments or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the NRC TM and CO.

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800 and NUREG-1555 as necessary to support the safety and environmental reviews.

#### **Task 5: REGULATORY INFRASTRUCTURE**

Requirements: The Contractor shall provide technical assistance in developing and reviewing the required infrastructure to support the DC, COL and ESP applications. This may require assisting the staff in updating office instructions, NUREG-0800, 10 CFR Part 52, communication plans, reviewing industry documentation, developing templates and licensing procedures, and supporting public meetings.

Deliverables: The Contractor shall document their reviews and submit written reports as required to support their findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: None

#### **Task 6: LITIGATION SUPPORT**

Requirements: The Contractor shall provide litigation support at hearings and other similar processes. This includes, but is not limited to: providing written documentation of work performed during technical reviews; providing expert testimony and reports; reviewing and analyzing expert testimony/reports of other parties in the litigation.

Deliverables: The Contractor shall document their reviews and submit written reports as required to support their findings, and provide expert testimony.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: None

### **5.0 PERSONNEL QUALIFICATIONS**

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

**5.1 CONTRACTOR PROJECT MANAGER**

The Project Manager (PM) shall be considered as key personnel under the contract and serve as primary contact. The PM shall possess, at a minimum, a Bachelor's Degree in Engineering or Science. The PM shall have experience that is related to safety and/or environmental impact where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed. The PM will have demonstrated capabilities to address highly complex issues. As a minimum the Contractor's Project Manager shall have the following responsibilities:

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

**5.2 REQUIRED TECHNICAL DISCIPLINES AND SPECIALIZED TECHNICAL AREAS**

The Contractor shall provide the following types of personnel/areas of technical expertise (Attachment 11, the skill set matrix, based on ESRP/SRP review sections encompass these type of personnel):

- (a) Engineering and Scientific Disciplines Required:

A minimum of a Bachelor's Degree in Engineering/Science or equivalent experience and at least seven years direct nuclear power related experience in each of the disciplines is required for personnel proposed under the following areas:

- Mechanical Systems
- Nuclear Systems
- Electrical Systems
- Structural and System Materials
- Thermal Hydraulics and Fluid Dynamics
- Reactor Systems
- Reactor Physics
- Reactor Fuel
- Risk and Reliability
- Severe Accident Progression
- Radiological Engineering
- Containment Systems
- Fire Protection
- Computer Science
- Meteorology
- Site Hazards
- Hydrology
- Geology
- Seismology
- Geotechnical

Terrestrial Ecologist  
Aquatic Ecologist  
Health Physicist  
Transportation  
Socio-Economist  
Environmental Justice  
Benefits Assessment  
Land Use Review  
Alternative Review  
Historic Review  
Text Editor  
Text Processor

(b) Specialized Technical Areas:

New Reactor Designs  
Risk and Reliability Assessment  
Fracture Mechanics  
Reactor Construction: management and inspection methods and techniques  
Reactor Design: inspection methods and techniques  
Reactor Core Analysis  
Computational Numerical Methods  
Reactor Fuel Mechanical Design  
Reactor Fuel Metallurgy  
Reactor Core Design  
Fuel Handling Systems  
Radioactive Source Term Assessment  
Emergency Preparedness  
Accident Analysis  
Dose Assessment  
Atmospheric Dispersion: pertaining to radioactive materials and toxic chemicals  
Internet Software Development  
Planning and Scheduling  
Human Factors  
Instrumentation & Control  
Reactor Operations  
Metallurgy  
Corrosion and Fatigue  
Structural Analysis  
Site Characterization  
Environmental Reviews  
Economics

## 6.0 PERFORMANCE STANDARDS

Contractor performance for each task order will be evaluated based on meeting the performance standard established for each task order and shall be documented on the performance evaluation form (Attachment 4). It should be noted that award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding task orders.

The deliverables required under this contract shall conform to the standards contained, or referenced, in the SOW for each task order. The Performance Requirements Summary (Attachment 5) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives applicable to the review of new reactor applications using the standard review plan (NUREG-0800 and NUREG-1555).

## 7.0 DELIVERABLES

### 7.1 Monthly Letter Status Report (MLSR)

See Sections F.3. and F.4. for information on Technical Progress Report and Financial Status Report. See Attachment 6 for format and content of the MLSR.

### 7.2 E-mail progress report

An e-mail should be provided to the CO, PO, DNRL Project Manager and TM which gives the task order title, task (or subtask) percent complete for each task order, and the corresponding funding percent depleted for each task order and the contract on a once per two week basis.

### 7.3 Technical Reporting Requirements

Unless otherwise specified in a task order, the Contractor shall provide all deliverables as draft products. The TM will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The Contractor shall revise the draft deliverable based on the comments provided by the TM, and then deliver the final version. When mutually agreed upon between the contractor and the TM, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the TM's comments on the previous draft.

The types, quantities, and distribution of the reports will be specified in each task order and shall be submitted by the contractor. Typically, the reports will involve:

**Technical Evaluation Report (TER):** Requests for this type of report are made when a formal report is required but the distribution is limited. As appropriate, the draft and final TERs will summarize the work performed, results attained, findings, conclusions and recommendations.

**NUREG/CR Report:** This is the most formal Contractor report and is requested when there is significant and important compilation of information and wide distribution of the report as a stand-alone document is required and when the staff believes the document will be referenced frequently. NUREG/CR reports require the completion/execution of an NRC form 426A, to be completed by the Contractor and sent to the Technical Monitor for processing. For further information refer to Management Directive 3.7, "NUREG-Series Publications"

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

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

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

Unless otherwise specified by the task order, all deliverables will be produced in both electronic (MS Word, depending on the task/application) and hard copy (paper) versions. Unless otherwise required by the task order, the Contractor shall deliver a hard copy of all deliverables (preliminary, draft, and final) to the CO and PO, with 5 copies to the task order TM. The electronic versions of the deliverables will be delivered to the task order with notification of delivery to the PO. See NRCAR 2052.235.70 for Publication of Research Results.

## **8.0 MEETINGS AND TRAVEL**

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work detailed in the task order statement of work. Prior to any trip taken during the period of performance under this contract, the Contractor shall obtain approval from the CO.

## **9.0 NRC FURNISHED MATERIALS**

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC Furnished Materials Section of the task order. In general, the task order TM will provide those NRC documents related to the task order that are readily available. Contractor staff will identify any additional NRC documentation that is needed and the TM will determine whether it will be provided by NRC or obtained directly by Contractor from NUDOCS, Agency wide Document Access Management System (ADAMS), the NRC Public Document Room, or the NRC public web site. Any reports, documents, equipment, and other material that the contractor will require from the NRC to perform the work will be stated in the "Work Requirements" section of the task order statement of work, along with the person to whom the material will be sent and the time requirements for NRC to provide the material.

## **10.0 ORGANIZATIONAL CONFLICTS OF INTEREST**

The Contractors shall review this proposed project and provide disclosures to the NRC for projects in the same or similar technical area (or matter) as the project services within the scope of this agreement (or task order) being performed for NRC licensees, vendors, industry groups or research institutes that represent or are substantially comprised of nuclear utilities. These disclosures shall include efforts planned prior to, or during litigation associated with new reactor issues in which the Contractor was involved. All disclosures shall consist of a copy of the official SOW, the name of the organization, the total dollar value, and the period of performance. In addition, the Contractor shall also identify any current or former NRC employees who have been or will be involved in performing work on any given task order. The NRC will use the information to determine if performance of the effort in this Statement of Work will give rise to a conflict of interest to any work performed for others by the Contractor. See Section H.3. for Contractor Organizational Conflicts of Interest (OCOI) requirements, and Attachment 9 for OCOI guidance.

## **11.0 LICENSE FEE**

Refer to Section H.6. and Attachment 7 of this solicitation for additional information on License Fee Recovery.

SOW Attachments 1 through 6 are listed under SECTION J, List of Attachments.

**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.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

**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.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

**F.2 2052.211-70 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 List of Attachments).

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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, appropriate financial tracking code specified by the NRC Project Officer, 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 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.

**F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these



types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. 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, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, 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:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: 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.
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate significant changes 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".
- (i) Property status:
  - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of 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. The same information must 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 showing the information specified in paragraph (i)(2) of this clause.
  - (4) In the final financial 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 ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) 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.

## **F.5 DELIVERY SCHEDULE**

To be established at time of each task order award.

## **F.6 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 (1 copy)

U.S. Nuclear Regulatory Commission  
ATTN: Charles Willbanks  
Office of New Reactors  
11545 Rockville Pike, M/S T-6J06  
Rockville, MD 20852

(b) Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
ATTN: NRC-42-07-481  
Division of Contracts, M/S T-712  
11545 Rockville Pike  
Rockville, MD 20852

## **F.7 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on effective date as shown in Block 3 of the Standard Form 26 and will expire sixty (60) months from that date. 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).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Charles Willbanks

Address: U.S. Nuclear Regulatory Commission  
Office of New Reactors  
11555 Rockville Pike, M/S T-6J06  
Rockville, MD 20852

Telephone Number: 301-415-0494

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

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

(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 reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

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

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

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

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

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

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

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories 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 52.233-1 -Disputes.

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

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

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

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

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).


(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, 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.3 2052.216-71 INDIRECT COST RATES ALTERNATE II (OCT 1999)**

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

INDIRECT COST POOL	RATE(*)	BASE	PERIOD
Overhead		Direct Labor plus Fringe	Award – 9/15/08
G&A		Total Cost Input	Award – 9/15/08
Fringe Benefit		Direct Labor	Award – 9/15/08
Subcontractor Handling		Direct Subcontractor	Award – 9/15/08

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. 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 (the total indirect cost burden for the period stated above will not exceed total of the rates stated above).

**G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

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

- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

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

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

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

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

#### **G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

## G.6. TASK ORDER PLACEMENT PROCEDURES

This is one of four awards resulting from solicitation 03-07-036. Each of the contracts is for the support of task orders related to a specific reactor design center: Advanced Plant 1000 (AP1000), Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR), and the Evolutionary Power Reactor (EPR).

Each of the four selected contractors will primarily be responsible for all task orders issued under a particular design center for which they were awarded a contract. A small percentage of the work will be either generic or site specific in nature. Items listed in the Statement of Work, Section 3.1, Pre-Application, is an example of this type of work. In addition, some environmental aspects of the review will also be in this category. To the extent practicable, tasks will be awarded against the site where a given design center is located, to be consistent with the DCRA.

However, in situations where (1) a particular task order is not design center specific; and/or (2) a contractor selected for a particular design center can not perform work on a particular task order due to workload/performance issues, the Government will place such task orders in accordance with Federal Acquisition Regulation (FAR) 16.505, and the following fair opportunity procedures will be used:

(1) Fair opportunity (Non Design Center Specific Orders).

(a) The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple task-order contracts, except as provided for in paragraph entitled "Single Source" below.

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

(c) The contracting officer will consider the following before award:

(1) Past performance on earlier orders under the contract, including quality, timeliness and cost control;

(2) Potential impact on other orders placed with the contractor;

(3) Minimum order requirements;

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

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

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

(ii) Using a multiphased approach when effort required to respond to a potential order may be resource intensive (e.g., requirements are complex or need continued development), where all contractors are initially

considered on price considerations (e.g., rough estimates), and other considerations as appropriate (e.g., proposed conceptual approach, past performance). The contractors most likely to submit the highest value solutions are then selected for one-on-one sessions with the Government to increase their understanding of the requirements, provide suggestions for refining requirements, and discuss risk reduction measures.

(d) Formal evaluation plans or scoring of offers are not required.

When one of the exceptions to the fair opportunity process, as stated in FAR 16.505(b)(2) applies, the Government will award task orders in accordance with the following procedures:

SINGLE SOURCE:

Per FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under multiple delivery order contracts or multiple Task Order contracts if the Contracting Officer determines that –

- (i) the agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays. In this event orders will be rotated among the contractors.
- (ii) only one such contractor is capable of providing such supplies or services at the level of quality required because the services to be ordered are unique or highly specialized; or
- (iii) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order, or
- (iv) it is necessary to place an Order to satisfy a minimum guarantee.



**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

## (d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

## (e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 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 thereof (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

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

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

## H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

### **H.3 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

### **H.4 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

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

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

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

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

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

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

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

## **H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

## **H.6 LICENSE FEE RECOVERY COSTS (APR 1992)**

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

## **H.7 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## H.8 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## H.9 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

## H.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the

implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

### **H.11 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

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

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

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

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

### **H.12 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

#### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI): The decision, determination or direction by the NRC that information constitutes SUNSI or SGI remains exclusively a matter within the authority of the NRC to make. In performing the contract, the Contractor shall clearly mark SUNSI and SGI to include for example the appropriate Official Use Only marking (in accordance with SUNSI guidance) or, Safeguards Information (in accordance with SGI guidance), on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the Contractor shall use the applicable NRC cover sheet forms, when applicable, (e.g. NRC Form 461- Safeguards Information, NRC Form 1900 - Official Use Only- Investigation Information, NRC Form 761- Warning Confidential Allegation Material, and NRC Form 762 - Warning Sensitive Allegation Material) in maintaining these records and documents. The Contractor will ensure that SUNSI and SGI is handled appropriately, maintained and protected from unauthorized disclosure. The Contractor shall comply with the requirements to mark, maintain and protect all SUNSI and SGI including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.7 for SGI; NRC Management Directive and Handbook 12.6 for Sensitive Unclassified Information, and in accordance with NRC Policy for Handling, Marking, and Protecting Sensitive Unclassified Non-Safeguards Information (ML052990146), Yellow Announcement 2005-077, "Policy Revision: NRC Policy for Handling, Marking, and Protecting Sensitive Unclassified NonSafeguards Information (SUNSI), dated October 26, 2005; and SUNSI instructions contained on the NRC intranet Web site at [www.internal.nrc.gov/unsif/](http://www.internal.nrc.gov/unsif/).

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.



**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	OCT 2001
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-5	TRADE AGREEMENTS	NOV 2006
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JUNE 2007)	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002

**I.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

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

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

**I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity stated in Section B.4, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the contract ceiling amount;

(2) Any order for a combination of items in excess of the contract ceiling amount; or

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

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

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

**I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months.

### **I.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)**

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

## **1.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause-

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

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

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

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

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

(3) For long-term contracts-

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

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocips/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code 541990 assigned to contract number NRC-42-07-481.

[Contractor to sign and date and insert authorized signer's name and title].

## **I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### **I.8 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures.

Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.



**I.9 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs

(a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

#### **I.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
1.	Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications
2.	Task Order Staffing Plan Format
3.	Task Order Project Plan Format
4.	Performance Evaluation Plan
5.	Performance Requirements Summary
6.	Monthly Letter Status Report (MLSR) Format
7.	Billing Instructions for Cost-Reimbursement
8.	Contractor Spending Plan
9.	Organizational Conflicts of Interest

## Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications

### I. Purpose

This style guide provides guidance to NRC staff on the request for additional information (RAI) phase of the COL application review and may be provided to the appropriate contractor for their use in COL applications reviews.

### II. Overview and Internal NRC Process

The branch seeking additional information prepares the questions, which are reviewed by the branch lead. The questions are forwarded to the project manager (PM). The PM reviews each question to ensure that he or she understands what information is sought, that the question is unambiguous, that the question includes an adequate basis, and that the information sought is necessary for the safety review. The PM may clarify the question but should obtain the concurrence of the technical branch reviewer if the change is of a technical nature. If not already assigned, the PM assigns a unique number to each RAI to link the RAI to a section of the COL application. The PM then forwards the questions to the applicant. The PM and review branch interact with the applicant as necessary to ensure that the applicant understands the questions or to give the applicant the opportunity to identify when the requested information is already available to the staff (i.e., in the UFSAR, Technical Specifications, or other docketed correspondence). Some RAIs are typically dropped during this interaction. The staff then formally transmits the RAIs to the PM, and the PM formally transmits the RAIs, along with any pertinent guidance (i.e., the date by which the applicant must respond) to the applicant.

### III. RAI Guidance

1. An RAI should be limited to the scope of the Rule, 10 CFR Part 52.
  - a. An RAI should not imply that the current licensing basis (CLB) is inadequate. CLB issues should be addressed under Part 50.
  - b. An RAI should not request information that is already on the docket. Note that the draft RAIs occasionally contain information that is already on the docket if the information is not readily available to the staff. These draft RAIs are typically dropped during interactions with the applicants, as described above.
2. An RAI should include the appropriate basis for requesting the information. The basis should explain why the information is needed, including how it will be used to help make a reasonable assurance finding.
3. Judgmental language should be avoided.
  - a. Questions should not make adequacy determinations. Staff evaluations and conclusions belong in the SER.

- b. Words like unacceptable, deficient, and deviation should be avoided. Likewise, avoid using phrases like *the staff will require that* since it is premature to require anything when you are asking questions.
4. Questions should be focused, not open-ended.
- a. The RAI should be in the form of a question or an imperative to provide what is needed to satisfy the RAI. When the reviewer needs specific information or the underlying issue may not be apparent, the RAI should clearly identify the information requested and/or the underlying issue.
  - b. Questions should not pertain to information that is either already available (such as asking about plant technical specifications) or not the applicant's responsibility.
  - c. "If ... then;" questions (questions that could lead to follow on questions) should provide both parts of the question.
  - d. Ask questions to clarify conflicting or contradictory statements in the application.

Note that reviewers' RAIs should be limited to their areas (e.g., hydrology reviewers shouldn't be asking seismology questions). If a reviewer has questions outside their review area, the reviewer must communicate the questions to the appropriate reviewers. The PM can coordinate this communication.

5. Assign each RAI a unique number that links the RAI to a section of the application.
- a. If an RAI applies to a specific section of the SER, use the section number followed by a unique question number (e.g., the first question related to Section 3.3.4 would be numbered RAI 3.3.4-1).
  - b. If the RAI applies to more than one section of the SER, use the next higher section number (e.g., if a question is applicable to Sections 3.3.4, 3.3.5, and 3.3.6, assign the question to Section 3.3, such as RAI 3.3-1). The same RAI question should not be repeated in the various sections.

#### IV. Sample RAI

10 CFR 100.23 requires a probabilistic seismic hazard analysis or suitable sensitivity analysis in order to address the uncertainties inherent in the estimation of the Safe Shutdown Earthquake (SSE) ground motion. Regulatory Guide 1.165 (RG 1.165), "Identification and Characterization of Seismic Sources and Determination of Safe Shutdown Earthquake Ground Motion" provides specific guidance with respect to the probabilistic evaluations that should be conducted to address the uncertainties associated with determining the SSE ground motion. RG 1.165 specifies a target or reference probability that is to be used to determine the controlling earthquake(s) magnitude and distance (M, D) and SSE spectra for the site. The reference probability is the annual probability level such that 50 percent of a set of currently operating plants have an annual median probability of exceeding their SSE that is below this level. Section 2.5.2 of the application does not specify that the reference probability (median  $10^{-5}$ )

from RG 1.165 was used to determine the controlling earthquake(s) (M,D) for North Anna. Clarify whether the reference probability from RG 1.165 was used to determine the controlling earthquake for North Anna and if a different reference probability was used, then justify the use of the new probability value.

#### **V. Interactions with the Applicant**

1. After an RAI has been forwarded to the PM, the PM may hold teleconferences and/or public meetings before issuing the RAI:
  - a. The discussions prevent misunderstanding of the intent of the questions.
  - b. If a draft RAI is clarified or resolved before issuance, the PM develops a docketed record of the resolution (i.e., minutes of a public meeting or a teleconference summary). An RAI can only be considered resolved if the information is already in the application or other documents previously submitted to the NRC. If not, the RAI is sent to the applicant so that the applicant's response will be submitted on the docket.
2. After the final RAIs have been issued, the applicant may request a teleconference and/or a public meeting:
  - a. The teleconferences and/or meetings provide additional clarification of the intent of the RAIs and help the applicant prepare satisfactory responses.
  - b. To ensure that the response appropriately addresses the RAI, the applicant may submit a draft response (which the PM docketed in the Agency-Wide Documents Access and Management System (ADAMS) and request a follow up teleconference and/or meeting.
3. After receiving the applicant's response to the RAI, the PM may hold a teleconference and/or a public meeting with the applicant:
  - a. The purpose of discussing a response with the applicant is to better understand the response and/or clarify areas of disagreement. If the resolution of a response relies on information not submitted to the NRC, the applicant should submit the information on the docket. The submission is not intended to be another RAI or a means to minimize the number of SER open items, but in actual practice this step frequently reduces the number of SER open items.
  - b. If the areas of disagreement remain, the unresolved RAI becomes an SER open item.

#### **VI. Receipt of the Responses to the RAIs**

On receiving the applicant's response to an RAI, the PM provides a copy to the reviewers. The reviewers have a specified time based on the schedule to review the response for acceptability. If time permits, the PM and the reviewers may discuss incomplete RAI responses with the applicant. The discussions are not to be construed



as another RAI. An RAI that remains open becomes a safety evaluation report open item.

**Task Order Staffing Plan Format**

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

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

Staffing Plan - Task Order

Name	Expertise	Project Role (task)	Title	Est. Hours

**Task Order Project Plan Format**

The task order project plan shall clearly describe your organization's planned technical and management approach to performing the effort described in the specific task order. You shall describe your proposed technical approach by task, identifying for each, the schedule, milestones, and deliverables (in Microsoft Project® or similar format); the methodology, innovations, and quality control measures to be used; problems and risks anticipated, as well as your risk mitigation plans. This project plan supplements the project management plan developed for the SOW. Once established, and approved by the TM, this project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.

**Project Plan**

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

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

**Quality Control** All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC and in accordance with the quality control plan. A NUREG template will be used by all reviewers.

**Performance Evaluation Plan**

JCN: \_\_\_\_\_ Task Order #: \_\_\_\_\_ Rating Period: MM/DD/YYYY to MM/DD/YYYY  
 TM: \_\_\_\_\_ (Contractor) PM: \_\_\_\_\_  
Assessment of Task Order Performance

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

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

**TM**  
 I certify that the above evaluation is accurate.

**PO**  
 I concur in the rating provided by the TO TM.

**Comments:**

**Comments:**

**Signature**

**Date**

**Signature**

**Date**

Note: PO signature only required when rating of unsatisfactory is given

## Rating Scale and Subcategory Definitions

### Rating Scale

#### Appropriate SRP Sections Reviewed

- Excellent – Reviewed all appropriate SRP sections and subsections as specified in the Task Order. Interfaced with NRC staff at least weekly to collect their inputs, and made recommendations in a clear and concise manner.
- Satisfactory – Addressed all appropriate SRP sections and subsections as specified in the Task Order. Communication with the NRC staff was infrequent (less than weekly) but adequate.
- Unsatisfactory – Did not address 2 or more appropriate SRP sections and subsections as specified in the Task Order. Communications with NRC staff was infrequent and inadequate.

#### Budget

- Excellent – Performed all work specified in the Task Order at or within the initial budget.
- Satisfactory – Performed all identified tasks within the NRC adjusted budget that was adjusted for issues outside the Contractor's control. Contractor identified budget and schedule issues promptly to NRC to allow adequate time to evaluate the situation and revise the budget as needed.
- Unsatisfactory – Failed to complete work specified in the Task Order within budget. Did not adequately keep NRC advised of issues that could affect the task budget or schedule.

#### Incorporation of Comments

- Excellent – Communicated effectively and in a timely manner with NRC to incorporate NRC comments promptly and correctly. Resolved or incorporated major comments in one iteration. General and editorial comments were resolved quickly and ahead of schedule. Questions and potential issues were resolved in a highly professional manner.
- Satisfactory – Communicated adequately with the NRC staff to collect and incorporate comments. One or more rounds of comment resolution was required to resolve major issues. General and editorial comments were resolved within the established scheduled time period.
- Unsatisfactory – Communication between the contractor and NRC was inadequate to identify and incorporate comments in a timely manner. Several iterations of comment resolution were insufficient to incorporate the NRC comments. Major issue resolution was not pursued appropriately, and general and editorial comments were not adequately addressed, which caused a schedule delay.

#### Timeliness

- Excellent – Completed all tasks on or ahead of schedule

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- Satisfactory – Completed all tasks at or ahead of the schedule revised due to circumstances beyond the contractor's control.
- Unsatisfactory – Exceeded the agreed upon (or revised) schedule by greater than 2 business days.

Performance Requirements Summary

<b>Performance Requirements and Deliverables</b>	<b>Standard</b>	<b>Method of Review</b>	<b>Incentive/Deduction</b>
<p>Management Controls</p>	<p>A Project Plan shall be established consistent with the NRC licensing review schedule. The format for this Project Plan is provided in Attachment 3. Once established, and approved by the TM, the project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.</p>	<p>The TM or designee will review.</p> <p>The licensing review schedule will be updated and monitored on a frequent basis. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.</p>

<p>Technical Evaluation Report</p>	<p>The format will be provided as an Attachment to the task order, upon contract award. The content should address the relevant portion of NUREG-0800, "Standard Review Plan (SRP)" or (NUREG 1555, "Environmental SRP" and any Safety Evaluation Report (SER) writing templates furnished by the NRC.</p>	<p>The TM or designee will review the technical letter report to the standards to assure compliance. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.</p>
<p><b>Performance Requirements and Deliverables</b></p>	<p><b>Standard</b></p>	<p><b>Method of Review</b></p>	<p><b>Incentive/Deduction</b></p>
<p>Request for additional information (RAIs)</p>	<p>Guidance for writing RAIs is provided in Attachment 1.</p>	<p>The TM or designee will review the RAIs to the standards to assure compliance. The TM shall assess the performance of the contractor using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders documented on Attachment 4.</p>





**C. Work Performed**

Work under this task order is XX percent complete.  
[Also provide by SubTask, if appropriate]

**D. Problem/Resolution**

**E. Travel for This Period**

Name	Start Date	End Date	Destination/Activity

**F. Plans for Next Period**

**G. Staff Hour Summary**

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status

BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

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

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

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

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

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

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

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

**Format:** Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see **Attachment 1**). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

## ATTACHMENT 7

## BILLING INSTRUCTIONS

### Billing Instructions for Cost Reimbursement Type Contracts

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

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment, by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

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

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.

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

(SAMPLE FORMAT)

**1. Official Agency Billing Office**

U.S. Nuclear Regulatory Commission  
Division of Contracts MS: T-7-1-2  
Washington, DC 20555-0001

**2. Voucher Information**

- a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. **Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. **Contract Number.** Insert the NRC contract number.  
**Task Order No.** Insert the task order number (If Applicable).
- d. **Voucher/Invoice.** The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. **Date of Voucher/Invoice.** Insert the date the voucher/invoice is prepared.
- f. **Billing period.** Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. **Direct Costs -** Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).
- (1) **Direct Labor.** This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:
 

Labor Category	Hrs. Billed	Rate	Total	Cumulative Hrs.Billed
  - (2) **Fringe Benefits.** This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
  - (3) **Capitalized Non Expendable Equipment.** List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
  - (4) **Non-capitalized Equipment, Materials, and Supplies.** These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.

Billing Instructions for Cost Reimbursement Type Contracts

(5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

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

(7) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

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

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

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

i. Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well. The contractor may bill for fixed fee only up to 85% of total fee.

j. Total Amount Billed. Insert the total amounts claimed for the current and cumulative periods.

k. Adjustments. For cumulative amount, include outstanding suspensions.

l. Grand Totals.

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

3. Sample Voucher Information

This voucher represents reimbursable costs for the billing period for the billing period from \_\_\_ through \_\_\_.

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

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

Total Direct Costs

- (b) Indirect Costs
    - (A) Overhead \_\_\_ % of \_\_\_\_\_ (Indicate Base).....
    - (B) General & Administrative Expense \_\_\_ % of Cost Elements Nos.

Total Direct & Indirect Costs
  - (c) Fixed-Fee (Cite Formula):
  - (d) Total Amount Billed.....
  - (e) Adjustments.....
  - (f) Grand Totals.....
- (Requires Supporting Information -- See Sample below)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

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

3) Capitalized Non-Expendable Equipment

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

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @ \$150.00 = \$900.00

\$2000.00

5) Premium Pay

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

6) Consultants' Fee

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

7) Travel

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
3/1/89	Wash., DC.	\$200

**FEE RECOVERY BILLING REPORT**

**FIN:**

**Facility Name or Report Title:**

**TAC or Inspection Report Number:  
(or other unique identifier)**

**Docket Number (if applicable):**

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



**CONTRACTOR SPENDING PLAN - INSTRUCTIONS**

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

Applicability

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

Submission

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

Format

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

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

**ATTACHMENT 3 - CONTRACTOR SPENDING PLAN  
CONTRACTOR SPENDING PLAN (CSP)**

(TO BE COMPLETED AS A PART OF THE OFFEROR'S COST PROPOSAL FOR EACH COST REIMBURSEMENT CONTRACT OR INDIVIDUAL TASK ORDER OR FOR ANY CONTRACT OR TASK ORDER MODIFICATION WHICH EXCEEDS \$100,000 AND HAS A PERFORMANCE PERIOD EXCEEDING 6 MONTHS)

Solicitation No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

Task Order No. \_\_\_\_\_ Modification No. \_\_\_\_\_  
Offeror/Contractor Name: \_\_\_\_\_

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission. Does not include options. \$ \_\_\_\_\_

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	<u>1st Month</u>	<u>2nd Month</u>	<u>3rd Month</u>	<u>4th Month</u>	<u>5th Month</u>	<u>6th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Cost Elements	<u>7th Month</u>	<u>8th Month</u>	<u>9th Month</u>	<u>10th Month</u>	<u>11th Month</u>	<u>12th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

## **Subpart 2009.5 Organizational Conflicts of Interest**

### **§2009.500 Scope of subpart.**

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

### **§2009.570 NRC organizational conflicts of interest.**

#### **§2009.570-1 Scope of policy.**

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

#### **§2009.570-2 Definitions.**

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

**§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.**

## (a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's

private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the



potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

**§2009.570-4 Representation.**

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort

under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

**§2009.570-5 Contract clauses.**

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

**§2009.570-6 Evaluation, findings, and contract award.**

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-

3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

**§2009.570-7 Conflicts identified after award.**

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

**§2009.570-8 Subcontracts.**

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

**§2009.570-9 Waiver.**

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
- (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

**§2009.570-10 Remedies.**

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 44
	2. CONTRACT NO. (Proc. Inst. Ident.) NRC-42-07-482	3. EFFECTIVE DATE <b>SEP 07 2007</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRC-04-07-482

5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar 301-415-6310 Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  ENERGY RESEARCH INC  6167 EXECUTIVE BLVD  ROCKVILLE MD 208523901	8. DELIVERY  <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
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11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555	CODE 621211259	FACILITY CODE	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-42-07-482 Washington DC 20555	CODE 3100
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA B&R: 725.15.171111; JC: q4013; BOC 252A; APPN 31X0200 FFS: NRO-07-482; OBLIGATION: \$550,000; DUNS: 621211259
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B for Description of Services This is a Task Order Contract  Title: Technical Assistance in support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-application Activities related to New Reactor License Applications for the General Electric ESBWR Period of Performance: Sixty (60) months from effective date shown in Block 3 above				

**15G. TOTAL AMOUNT OF CONTRACT**

**16. TABLE OF CONTENTS** See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	I-1
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B-1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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	G	CONTRACT ADMINISTRATION DATA	G-1		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS	H-1				

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

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> 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. <input type="checkbox"/> 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 condition 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.
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19A. NAME AND TITLE OF SIGNER (Type or print) <b>MOHSEN KHATIB-RAHBAR, PRESIDENTS</b>	20A. NAME OF CONTRACTING OFFICER Kala Shankar Contracting Officer
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19B. NAME OF CONTRACTOR BY <u>Mohsen Khatib-Rahbar</u> (Signature of person authorized to sign)	19C. DATE SIGNED <u>09-07-07</u>	20B. UNITED STATES OF AMERICA BY <u>Kala Shankar</u> (Signature of Contracting Officer)	20C. DATE SIGNED <u>9/7/07</u>
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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

Technical Assistance in Support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the General Electric ESBWR

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

(a) Brief description of work:

To provide technical expertise and assistance in support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the General Electric ESBWR

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

**B.3 TYPE OF CONTRACT**

Cost Plus Fixed Fee, Indefinite Quantity Task Ordering contract.

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

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract during the five year period of performance is \$ 16,675,052.51. The Contracting Officer may place orders with the contractors during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is \$550,000.00.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.



## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### 1.0 BACKGROUND

The Office of New Reactors (NRO) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's future energy needs. NRO's Division of New Reactor Licensing (DNRL) supports the NRO mission to protect public health, safety, and the environment by leading and managing the activities associated with the licensing of new nuclear power plants. These activities include planning and scheduling, infrastructure development, environmental and safety reviews and project management of new reactor activities in support of licensing, oversight, and rulemaking programs for new reactors. DNRL is responsible as the project management organization for DC application reviews, ESP application reviews, COL application reviews, and new reactor pre-application activities. DNRL develops and maintains the necessary regulatory infrastructure to support new reactor licensing activities, including rulemaking, guidance development, interaction with stakeholders on issues pertaining to new reactors, large-scale project management tools, schedule and resource planning and tracking, and issuance of DCs, ESPs, and COLs.

NRO anticipates the filing of more than 19 COL applications in the next several years and the number is growing. As a result, substantial assistance will be needed by NRO staff to prepare for and review these applications. NRO is currently developing the infrastructure needed to review this growing number of new reactor applications. Technical assistance resources will need to be identified, coordinated, and managed to review these applications in a timely manner. Given this increased workload in new reactor licensing and the importance of meeting the schedule of new reactor licensing activities, the U. S. Nuclear Regulatory Commission (NRC) is seeking Contractor assistance in the preparation and review of these simultaneous applications.

The NRC has developed a strategy, referred to as the Design-Centered Review Approach (DCRA) and referenced in the Regulatory Issue Summary 2006-06, "New Reactor Standardization Needed to Support the Design-Centered Licensing Review Approach." DCRA is based on a concept of industry standardization of COL applications referencing a particular design (e.g., COL applications referencing either the AP1000, Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR) or Evolutionary Power Reactor (EPR) reactor designs). This approach uses, to the maximum extent practical, a "one issue, one review, one position" strategy in order to optimize the review effort, the resources needed to perform these reviews, and the review schedules. One technical review will be conducted for each reactor design issue and use of this one decision to will support the decision on a DC and on multiple COL applications. In order for the DCRA to be fully effective, it is paramount that the DC and COL applicants achieve a consistent level of standardization among related COLs.

Further for the DCRA to be fully effective, it is essential that applicants referencing a particular design standardize their applications to the maximum extent practicable (standardize design features, analyses, assumptions, and methods) such that the technical review and decisions are made against a standard application, known as the reference COL (R-COL) application. If this is done, those decisions will be applicable to subsequent COL (S-COL) applications that reference the standard. The NRC's DCRA uses the DC review or the review of the R-COL as the basis for acceptance. The DC or R-COL application review will identify those technical areas to be considered standard for a given design. S-COL applicants who use the standard application and actively work with the R-COL applicant to standardize will significantly benefit from the DCRA and the goal of having "one issue, one review, one position" for multiple COL applications.

## 2.0 CONTRACT OBJECTIVES

The Contractors shall provide qualified, competent, and fully trained personnel to perform the required technical support activities.

## 3.0 SCOPE OF WORK

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

The scope of work involves placement of task orders in the following program areas. The performance Acceptance Criteria included in this section is general in nature. Specific performance standards are delineated in Section 6.0, Performance Standards.

## 4.0 SPECIFIC TASKS

To perform the tasks described in Section 4.0, expertise is needed in the following areas: Pre-Application; Design Certification; Early Site Permits and Environmental Impact Statements; Combined License; Regulatory Infrastructure; and Litigation Support.

### Task 1: PRE-APPLICATION

**Requirements:** The Contractor shall provide technical assistance in the review of design-specific and other documentation in support of DC, ESP, COL and Environmental Review activities. These assistance requirements may include topical report review; COL application template development, office instruction development; Construction Inspection Procedure program interface and support; NUREG-0800, 10 CFR Part 52 rulemaking and other rulemaking as necessary; and interactions with stakeholders through communication plans and public meetings.

**Deliverables:** The Contractor shall develop documentation to address their comments and submit written reports as required to state findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

**Acceptance Criteria:** Any written comments or requests for additional information (RAI) on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the PO and TM.

**Additional Guidance and/or References:** None

### Task 2: DESIGN CERTIFICATIONS (DC)

**Requirements:** The Contractor shall coordinate and administer the DC process by supporting an acceptance review, a technical review, and a rulemaking to certify the design. This will require reviewing final design information with Inspections, Tests, Analyses and Acceptance Criteria (ITAAC), postulated site parameters, interface requirements, resolution of severe accident issues, and advanced reactor testing requirements.

**Deliverables:** The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAI and Safety Evaluation Reports (SER) generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation shall be provided to the PO and TM on the schedule stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and Contracting Officer (CO).

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

### **Task 3: EARLY SITE PERMITS (ESP) / ENVIRONMENTAL IMPACT STATEMENTS (EIS)**

Requirements: The Contractor shall provide technical assistance in the review of the safety and environmental portion of new reactor licensing applications. These reviews include preparation of EISs, interfacing with applicants, coordination with state and federal agencies, and supporting public meetings and site audits. Also the contractor shall support the safety and environmental portion of the mandatory hearing on new reactor licensing; site safety reviews; emergency preparedness reviews; environmental protection reviews; environmental assessments (EAs) for DCs and other new reactor rulemaking activities.

Deliverables: The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. This documentation will be provided to the NRC on the schedule stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

### **Task 4: COMBINED LICENSE (COL)**

Requirements: The Contractor shall provide technical assistance support of COL for new reactors. It is noted that the COL may reference an ESP, a standard DC, both, or neither. The Contractor will support the necessary reviews to resolve all safety and environmental issues to allow the NRC to authorize construction and conditional operation including ITAAC. The Contractor shall also review financial qualifications, decommissioning funding assurances, need for power, capitalization and construction design engineering inspections for the COL.

Deliverables: The results of any non-conformance to these regulatory references will be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation will be provided to the PO and TM on the schedule stated in the individual task orders.

Acceptance Criteria: Any written comments or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the NRC TM and CO.

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800 and NUREG-1555 as necessary to support the safety and environmental reviews.

**Task 5: REGULATORY INFRASTRUCTURE**

Requirements: The Contractor shall provide technical assistance in developing and reviewing the required infrastructure to support the DC, COL and ESP applications. This may require assisting the staff in updating office instructions, NUREG-0800, 10 CFR Part 52, communication plans, reviewing industry documentation, developing templates and licensing procedures, and supporting public meetings.

Deliverables: The Contractor shall document their reviews and submit written reports as required to support their findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: None

**Task 6: LITIGATION SUPPORT**

Requirements: The Contractor shall provide litigation support at hearings and other similar processes. This includes, but is not limited to: providing written documentation of work performed during technical reviews; providing expert testimony and reports; reviewing and analyzing expert testimony/reports of other parties in the litigation.

Deliverables: The Contractor shall document their reviews and submit written reports as required to support their findings, and provide expert testimony.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: None

**5.0 PERSONNEL QUALIFICATIONS**

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

**5.1 CONTRACTOR PROJECT MANAGER**

The Project Manager (PM) shall be considered as key personnel under the contract and serve as primary contact. The PM shall possess, at a minimum, a Bachelor's Degree in Engineering or Science. The PM shall have experience that is related to safety and/or environmental impact where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed. The

PM will have demonstrated capabilities to address highly complex issues. As a minimum the Contractor's Project Manager shall have the following responsibilities:

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

### **5.2 REQUIRED TECHNICAL DISCIPLINES AND SPECIALIZED TECHNICAL AREAS**

The Contractor shall provide the following types of personnel/areas of technical expertise (Attachment 11, the skill set matrix, based on ESRP/SRP review sections encompass these type of personnel):

#### (a) Engineering and Scientific Disciplines Required:

A minimum of a Bachelor's Degree in Engineering/Science or equivalent experience and at least seven years direct nuclear power related experience in each of the disciplines is required for personnel proposed under the following areas:

Mechanical Systems  
 Nuclear Systems  
 Electrical Systems  
 Structural and System Materials  
 Thermal Hydraulics and Fluid Dynamics  
 Reactor Systems  
 Reactor Physics  
 Reactor Fuel  
 Risk and Reliability  
 Severe Accident Progression  
 Radiological Engineering  
 Containment Systems  
 Fire Protection  
 Computer Science  
 Meteorology  
 Site Hazards  
 Hydrology  
 Geology  
 Seismology  
 Geotechnical  
 Terrestrial Ecologist  
 Aquatic Ecologist  
 Health Physicist  
 Transportation  
 Socio-Economist  
 Environmental Justice  
 Benefits Assessment

Land Use Review  
Alternative Review  
Historic Review  
Text Editor  
Text Processor

(b) Specialized Technical Areas:

New Reactor Designs  
Risk and Reliability Assessment  
Fracture Mechanics  
Reactor Construction: management and inspection methods and techniques  
Reactor Design: inspection methods and techniques  
Reactor Core Analysis  
Computational Numerical Methods  
Reactor Fuel Mechanical Design  
Reactor Fuel Metallurgy  
Reactor Core Design  
Fuel Handling Systems  
Radioactive Source Term Assessment  
Emergency Preparedness  
Accident Analysis  
Dose Assessment  
Atmospheric Dispersion: pertaining to radioactive materials and toxic chemicals  
Internet Software Development  
Planning and Scheduling  
Human Factors  
Instrumentation & Control  
Reactor Operations  
Metallurgy  
Corrosion and Fatigue  
Structural Analysis  
Site Characterization  
Environmental Reviews  
Economics

## 6.0 PERFORMANCE STANDARDS

Contractor performance for each task order will be evaluated based on meeting the performance standard established for each task order and shall be documented on the performance evaluation form (Attachment 4). It should be noted that award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding task orders.

The deliverables required under this contract shall conform to the standards contained, or referenced, in the SOW for each task order. The Performance Requirements Summary (Attachment 5) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives applicable to the review of new reactor applications using the standard review plan (NUREG-0800 and NUREG-1555).

## 7.0 DELIVERABLES

### 7.1 Monthly Letter Status Report (MLSR)

See Sections F.3. and F.4. for information on Technical Progress Report and Financial Status Report. See Attachment 6 for format and content of the MLSR.

## 7.2 E-mail progress report

An e-mail should be provided to the CO, PO, DNRL Project Manager and TM which gives the task order title, task (or subtask) percent complete for each task order, and the corresponding funding percent depleted for each task order and the contract on a once per two week basis.

## 7.3 Technical Reporting Requirements

Unless otherwise specified in a task order, the Contractor shall provide all deliverables as draft products. The TM will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The Contractor shall revise the draft deliverable based on the comments provided by the TM, and then deliver the final version. When mutually agreed upon between the contractor and the TM, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the TM's comments on the previous draft.

The types, quantities, and distribution of the reports will be specified in each task order and shall be submitted by the contractor. Typically, the reports will involve:

**Technical Evaluation Report (TER):** Requests for this type of report are made when a formal report is required but the distribution is limited. As appropriate, the draft and final TERs will summarize the work performed, results attained, findings, conclusions and recommendations.

**NUREG/CR Report:** This is the most formal Contractor report and is requested when there is significant and important compilation of information and wide distribution of the report as a stand-alone document is required and when the staff believes the document will be referenced frequently. NUREG/CR reports require the completion/execution of an NRC form 426A, to be completed by the Contractor and sent to the Technical Monitor for processing. For further information refer to Management Directive 3.7, "NUREG-Series Publications"

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

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

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

Unless otherwise specified by the task order, all deliverables will be produced in both electronic (MS Word, depending on the task/application) and hard copy (paper) versions. Unless otherwise required by the task order, the Contractor shall deliver a hard copy of all deliverables (preliminary, draft, and final) to the CO and PO, with 5 copies to the task order TM. The electronic versions of the deliverables will be delivered to the task order with notification of delivery to the PO. See NRCAR 2052.235.70 for Publication of Research Results.

## 8.0 MEETINGS AND TRAVEL

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work detailed in the task order statement of work. Prior to any trip taken during the period of performance under this contract, the Contractor shall obtain approval from the CO.

## 9.0 NRC FURNISHED MATERIALS

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC Furnished Materials Section of the task order. In general, the task order TM will provide those NRC documents related to the task order that are readily available. Contractor staff will identify any additional NRC documentation that is needed and the TM will determine whether it will be provided by NRC or obtained directly by Contractor from NUDOCS, Agency wide Document Access Management System (ADAMS), the NRC Public Document Room, or the NRC public web site. Any reports, documents, equipment, and other material that the contractor will require from the NRC to perform the work will be stated in the "Work Requirements" section of the task order statement of work, along with the person to whom the material will be sent and the time requirements for NRC to provide the material.

## 10.0 ORGANIZATIONAL CONFLICTS OF INTEREST

The Contractors shall review this proposed project and provide disclosures to the NRC for projects in the same or similar technical area (or matter) as the project services within the scope of this agreement (or task order) being performed for NRC licensees, vendors, industry groups or research institutes that represent or are substantially comprised of nuclear utilities. These disclosures shall include efforts planned prior to, or during litigation associated with new reactor issues in which the Contractor was involved. All disclosures shall consist of a copy of the official SOW, the name of the organization, the total dollar value, and the period of performance. In addition, the Contractor shall also identify any current or former NRC employees who have been or will be involved in performing work on any given task order. The NRC will use the information to determine if performance of the effort in this Statement of Work will give rise to a conflict of interest to any work performed for others by the Contractor. See Section H.3. for Contractor Organizational Conflicts of Interest (OCOI) requirements, and Attachment 9 for OCOI guidance.

## 11.0 LICENSE FEE

Refer to Section H.6. and Attachment 7 of this solicitation for additional information on License Fee Recovery.

SOW Attachments 1 through 6 are listed under SECTION J, List of Attachments.



**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.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

**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.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

**F.2 2052.211-70 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 List of Attachments).

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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, appropriate financial tracking code specified by the NRC Project Officer, 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 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.

**F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held

property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. 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, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, 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:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: 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.
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate significant changes 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".
- (i) Property status:
  - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of 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. The same information must 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 showing the information specified in paragraph (i)(2) of this clause.
  - (4) In the final financial 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 ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) 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.

## **F.5 DELIVERY SCHEDULE**

To be established at time of each task order award.

## **F.6 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 (1 copy)

U.S. Nuclear Regulatory Commission  
ATTN: Charles Willbanks  
Office of New Reactors  
11545 Rockville Pike, M/S T-6J06  
Rockville, MD 20852

(b) Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
ATTN: NRC-42-07-482  
Division of Contracts, M/S T-712  
11545 Rockville Pike  
Rockville, MD 20852

## **F.7 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on effective date as shown in Block 3 of the Standard Form 26 and will expire sixty (60) months from that date. 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).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Charles Willbanks

Address: U.S. Nuclear Regulatory Commission  
Office of New Reactors  
11545 Rockville Pike, M/S M/S T-6J06  
Rockville, MD 20852

Telephone Number: 301-415-0494

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

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

(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 reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

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

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

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

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

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

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

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories 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 52.233-1 -Disputes.

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

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

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

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

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).


(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, 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.3 2052.216-71 INDIRECT COST RATES ALTERNATE II (OCT 1999)**

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

INDIRECT COST POOL	RATE	BASE	PERIOD
Overhead		Direct Labor (DL) Dollars	Award – until revised
G&A		Total Cost Input	Award – until revised

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. 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.

**G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

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



- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

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

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

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

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

#### **G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

## G.6. TASK ORDER PLACEMENT PROCEDURES

This is one of four awards resulting from solicitation 03-07-036. Each of the contracts is for the support of task orders related to a specific reactor design center: Advanced Plant 1000 (AP1000), Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR), and the Evolutionary Power Reactor (EPR).

Each of the four selected contractors will primarily be responsible for all task orders issued under a particular design center for which they were awarded a contract. A small percentage of the work will be either generic or site specific in nature. Items listed in the Statement of Work, Section 3.1, Pre-Application, is an example of this type of work. In addition, some environmental aspects of the review will also be in this category. To the extent practicable, tasks will be awarded against the site where a given design center is located, to be consistent with the DCRA.

However, in situations where (1) a particular task order is not design center specific; and/or (2) a contractor selected for a particular design center can not perform work on a particular task order due to workload/performance issues, the Government will place such task orders in accordance with Federal Acquisition Regulation (FAR) 16.505, and the following fair opportunity procedures will be used:

(1) Fair opportunity (Non Design Center Specific Orders).

(a) The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple task-order contracts, except as provided for in paragraph entitled "Single Source" below.

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

(c) The contracting officer will consider the following before award:

(1) Past performance on earlier orders under the contract, including quality, timeliness and cost control;

(2) Potential impact on other orders placed with the contractor;

(3) Minimum order requirements;

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

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

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

(ii) Using a multiphased approach when effort required to respond to a potential order may be resource intensive (e.g., requirements are complex or need continued development), where all contractors are initially

considered on price considerations (e.g., rough estimates), and other considerations as appropriate (e.g., proposed conceptual approach, past performance). The contractors most likely to submit the highest value solutions are then selected for one-on-one sessions with the Government to increase their understanding of the requirements, provide suggestions for refining requirements, and discuss risk reduction measures.

(d) Formal evaluation plans or scoring of offers are not required.

When one of the exceptions to the fair opportunity process, as stated in FAR 16.505(b)(2) applies, the Government will award task orders in accordance with the following procedures:

SINGLE SOURCE:

Per FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under multiple delivery order contracts or multiple Task Order contracts if the Contracting Officer determines that –

- (i) the agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays. In this event orders will be rotated among the contractors.
- (ii) only one such contractor is capable of providing such supplies or services at the level of quality required because the services to be ordered are unique or highly specialized; or
- (iii) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order, or
- (iv) it is necessary to place an Order to satisfy a minimum guarantee.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

## (d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

## (e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

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

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

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

## H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

### **H.3 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

### **H.4 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

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

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

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

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

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

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

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

## **H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

## **H.6 LICENSE FEE RECOVERY COSTS (APR 1992)**

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

## **H.7 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.



## H.8 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## H.9 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

## H.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the

implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

### **H.11 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

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

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

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

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

### **H.12 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

#### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI): The decision, determination or direction by the NRC that information constitutes SUNSI or SGI remains exclusively a matter within the authority of the NRC to make. In performing the contract, the Contractor shall clearly mark SUNSI and SGI to include for example the appropriate Official Use Only marking (in accordance with SUNSI guidance) or, Safeguards Information (in accordance with SGI guidance), on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the Contractor shall use the applicable NRC cover sheet forms, when applicable, (e.g. NRC Form 461- Safeguards Information, NRC Form 1900 - Official Use Only- Investigation Information, NRC Form 761- Warning Confidential Allegation Material, and NRC Form 762 - Warning Sensitive Allegation Material) in maintaining these records and documents. The Contractor will ensure that SUNSI and SGI is handled appropriately, maintained and protected from unauthorized disclosure. The Contractor shall comply with the requirements to mark, maintain and protect all SUNSI and SGI including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.7 for SGI; NRC Management Directive and Handbook 12.6 for Sensitive Unclassified Information, and in accordance with NRC Policy for Handling, Marking, and Protecting Sensitive Unclassified Non-Safeguards Information (ML052990146), Yellow Announcement 2005-077, "Policy Revision: NRC Policy for Handling, Marking, and Protecting Sensitive Unclassified NonSafeguards Information (SUNSI), dated October 26, 2005; and SUNSI instructions contained on the NRC intranet Web site at [www.internal.nrc.govunsi/](http://www.internal.nrc.govunsi/) .

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	OCT 2001
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-5	TRADE AGREEMENTS	NOV 2006
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JUNE 2007)	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002

**I.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

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

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

**I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity stated in Section B.4, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the contract ceiling amount;

(2) Any order for a combination of items in excess of the contract ceiling amount; or

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

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

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

**I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months.

### **I.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)**

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

## **1.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause-

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

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

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



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

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

(3) For long-term contracts-

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

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code 541990 assigned to contract number NRC-42-07-482.

[Contractor to sign and date and insert authorized signer's name and title].

*Moham K. Chubb-Ru, President*  
9/07/07

#### **I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### **I.8 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
 Division of Information  
 1099 14th Street, N.W.  
 Washington, DC 20570  
 1-866-667-6572  
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures.

Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.9 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry

practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

#### **I.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
1.	Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications
2.	Task Order Staffing Plan Format
3.	Task Order Project Plan Format
4.	Performance Evaluation Plan
5.	Performance Requirements Summary
6.	Monthly Letter Status Report (MLSR) Format
7.	Billing Instructions for Cost-Reimbursement
8.	Contractor Spending Plan
9.	Organizational Conflicts of Interest



## **Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications**

### **I. Purpose**

This style guide provides guidance to NRC staff on the request for additional information (RAI) phase of the COL application review and may be provided to the appropriate contractor for their use in COL applications reviews.

### **II. Overview and Internal NRC Process**

The branch seeking additional information prepares the questions, which are reviewed by the branch lead. The questions are forwarded to the project manager (PM). The PM reviews each question to ensure that he or she understands what information is sought, that the question is unambiguous, that the question includes an adequate basis, and that the information sought is necessary for the safety review. The PM may clarify the question but should obtain the concurrence of the technical branch reviewer if the change is of a technical nature. If not already assigned, the PM assigns a unique number to each RAI to link the RAI to a section of the COL application. The PM then forwards the questions to the applicant. The PM and review branch interact with the applicant as necessary to ensure that the applicant understands the questions or to give the applicant the opportunity to identify when the requested information is already available to the staff (i.e., in the UFSAR, Technical Specifications, or other docketed correspondence). Some RAIs are typically dropped during this interaction. The staff then formally transmits the RAIs to the PM, and the PM formally transmits the RAIs, along with any pertinent guidance (i.e., the date by which the applicant must respond) to the applicant.

### **III. RAI Guidance**

1. An RAI should be limited to the scope of the Rule, 10 CFR Part 52.
  - a. An RAI should not imply that the current licensing basis (CLB) is inadequate. CLB issues should be addressed under Part 50.
  - b. An RAI should not request information that is already on the docket. Note that the draft RAIs occasionally contain information that is already on the docket if the information is not readily available to the staff. These draft RAIs are typically dropped during interactions with the applicants, as described above.
2. An RAI should include the appropriate basis for requesting the information. The basis should explain why the information is needed, including how it will be used to help make a reasonable assurance finding.
3. Judgmental language should be avoided.
  - a. Questions should not make adequacy determinations. Staff evaluations and conclusions belong in the SER.

- b. Words like unacceptable, deficient, and deviation should be avoided. Likewise, avoid using phrases like *the staff will require that* since it is premature to require anything when you are asking questions.
4. Questions should be focused, not open-ended.
- a. The RAI should be in the form of a question or an imperative to provide what is needed to satisfy the RAI. When the reviewer needs specific information or the underlying issue may not be apparent, the RAI should clearly identify the information requested and/or the underlying issue.
  - b. Questions should not pertain to information that is either already available (such as asking about plant technical specifications) or not the applicant's responsibility.
  - c. "If ... then" questions (questions that could lead to follow on questions) should provide both parts of the question.
  - d. Ask questions to clarify conflicting or contradictory statements in the application.

Note that reviewers' RAIs should be limited to their areas (e.g., hydrology reviewers shouldn't be asking seismology questions). If a reviewer has questions outside their review area, the reviewer must communicate the questions to the appropriate reviewers. The PM can coordinate this communication.

5. Assign each RAI a unique number that links the RAI to a section of the application.
- a. If an RAI applies to a specific section of the SER, use the section number followed by a unique question number (e.g., the first question related to Section 3.3.4 would be numbered RAI 3.3.4-1).
  - b. If the RAI applies to more than one section of the SER, use the next higher section number (e.g., if a question is applicable to Sections 3.3.4, 3.3.5, and 3.3.6, assign the question to Section 3.3, such as RAI 3.3-1). The same RAI question should not be repeated in the various sections.

#### IV. Sample RAI

10 CFR 100.23 requires a probabilistic seismic hazard analysis or suitable sensitivity analysis in order to address the uncertainties inherent in the estimation of the Safe Shutdown Earthquake (SSE) ground motion. Regulatory Guide 1.165 (RG 1.165), "Identification and Characterization of Seismic Sources and Determination of Safe Shutdown Earthquake Ground Motion" provides specific guidance with respect to the probabilistic evaluations that should be conducted to address the uncertainties associated with determining the SSE ground motion. RG 1.165 specifies a target or reference probability that is to be used to determine the controlling earthquake(s) magnitude and distance (M, D) and SSE spectra for the site. The reference probability is the annual probability level such that 50 percent of a set of currently operating plants have an annual median probability of exceeding their SSE that is below this level. Section 2.5.2 of the application does not specify that the reference probability (median  $10^{-5}$ )

from RG 1.165 was used to determine the controlling earthquake(s) (M,D) for North Anna. Clarify whether the reference probability from RG 1.165 was used to determine the controlling earthquake for North Anna and if a different reference probability was used, then justify the use of the new probability value.

## V. Interactions with the Applicant

1. After an RAI has been forwarded to the PM, the PM may hold teleconferences and/or public meetings before issuing the RAI:
  - a. The discussions prevent misunderstanding of the intent of the questions.
  - b. If a draft RAI is clarified or resolved before issuance, the PM develops a docketed record of the resolution (i.e., minutes of a public meeting or a teleconference summary). An RAI can only be considered resolved if the information is already in the application or other documents previously submitted to the NRC. If not, the RAI is sent to the applicant so that the applicant's response will be submitted on the docket.
2. After the final RAIs have been issued, the applicant may request a teleconference and/or a public meeting:
  - a. The teleconferences and/or meetings provide additional clarification of the intent of the RAIs and help the applicant prepare satisfactory responses.
  - b. To ensure that the response appropriately addresses the RAI, the applicant may submit a draft response (which the PM docketed in the Agency-Wide Documents Access and Management System (ADAMS) and request a follow up teleconference and/or meeting.
3. After receiving the applicant's response to the RAI, the PM may hold a teleconference and/or a public meeting with the applicant:
  - a. The purpose of discussing a response with the applicant is to better understand the response and/or clarify areas of disagreement. If the resolution of a response relies on information not submitted to the NRC, the applicant should submit the information on the docket. The submission is not intended to be another RAI or a means to minimize the number of SER open items, but in actual practice this step frequently reduces the number of SER open items.
  - b. If the areas of disagreement remain, the unresolved RAI becomes an SER open item.

## VI. Receipt of the Responses to the RAIs

On receiving the applicant's response to an RAI, the PM provides a copy to the reviewers. The reviewers have a specified time based on the schedule to review the response for acceptability. If time permits, the PM and the reviewers may discuss incomplete RAI responses with the applicant. The discussions are not to be construed

as another RAI. An RAI that remains open becomes a safety evaluation report open item.

**Task Order Staffing Plan Format**

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

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

Staffing Plan - Task Order

Name	Expertise	Project Role (task)	Title	Est. Hours

**Task Order Project Plan Format**

The task order project plan shall clearly describe your organization’s planned technical and management approach to performing the effort described in the specific task order. You shall describe your proposed technical approach by task, identifying for each, the schedule, milestones, and deliverables (in Microsoft Project® or similar format); the methodology, innovations, and quality control measures to be used; problems and risks anticipated, as well as your risk mitigation plans. This project plan supplements the project management plan developed for the SOW. Once established, and approved by the TM, this project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.

**Project Plan**

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

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

**Quality Control** All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC and in accordance with the quality control plan. A NUREG template will be used by all reviewers.

**Performance Evaluation Plan**

JCN: \_\_\_\_\_ Task Order #: \_\_\_\_\_ Rating Period: MM/DD/YYYY to MM/DD/YYYY  
 TM: \_\_\_\_\_ (Contractor) PM: \_\_\_\_\_  
Assessment of Task Order Performance

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

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

**TM** I certify that the above evaluation is accurate. **PO** I concur in the rating provided by the TO TM.

**Comments:** \_\_\_\_\_ **Comments:** \_\_\_\_\_

**Signature**                      **Date**                      **Signature**                      **Date**

Note: PO signature only required when rating of unsatisfactory is given

## Rating Scale and Subcategory Definitions

### Rating Scale

#### Appropriate SRP Sections Reviewed

- Excellent – Reviewed all appropriate SRP sections and subsections as specified in the Task Order. Interfaced with NRC staff at least weekly to collect their inputs, and made recommendations in a clear and concise manner.
- Satisfactory – Addressed all appropriate SRP sections and subsections as specified in the Task Order. Communication with the NRC staff was infrequent (less than weekly) but adequate.
- Unsatisfactory – Did not address 2 or more appropriate SRP sections and subsections as specified in the Task Order. Communications with NRC staff was infrequent and inadequate.

#### Budget

- Excellent – Performed all work specified in the Task Order at or within the initial budget.
- Satisfactory – Performed all identified tasks within the NRC adjusted budget that was adjusted for issues outside the Contractor's control. Contractor identified budget and schedule issues promptly to NRC to allow adequate time to evaluate the situation and revise the budget as needed.
- Unsatisfactory – Failed to complete work specified in the Task Order within budget. Did not adequately keep NRC advised of issues that could affect the task budget or schedule.

#### Incorporation of Comments

- Excellent – Communicated effectively and in a timely manner with NRC to incorporate NRC comments promptly and correctly. Resolved or incorporated major comments in one iteration. General and editorial comments were resolved quickly and ahead of schedule. Questions and potential issues were resolved in a highly professional manner.
- Satisfactory – Communicated adequately with the NRC staff to collect and incorporate comments. One or more rounds of comment resolution was required to resolve major issues. General and editorial comments were resolved within the established scheduled time period.
- Unsatisfactory – Communication between the contractor and NRC was inadequate to identify and incorporate comments in a timely manner. Several iterations of comment resolution were insufficient to incorporate the NRC comments. Major issue resolution was not pursued appropriately, and general and editorial comments were not adequately addressed, which caused a schedule delay.

#### Timeliness

- Excellent – Completed all tasks on or ahead of schedule



**Official Use Only - Sensitive Internal Information**

- Satisfactory -- Completed all tasks at or ahead of the schedule revised due to circumstances beyond the contractor's control.
- Unsatisfactory -- Exceeded the agreed upon (or revised) schedule by greater than 2 business days.

Performance Requirements Summary

Performance Requirements and Deliverables	Standard	Method of Review	Incentive/Deduction
Management Controls	A Project Plan shall be established consistent with the NRC licensing review schedule. The format for this Project Plan is provided in Attachment 3. Once established, and approved by the TM, the project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.	The TM or designee will review.  The licensing review schedule will be updated and monitored on a frequent basis. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.	Full payment for 100% compliance.  Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.

<p>Technical Evaluation Report</p>	<p>The format will be provided as an Attachment to the task order, upon contract award. The content should address the relevant portion of NUREG-0800, "Standard Review Plan (SRP)" or (NUREG 1555, "Environmental SRP" and any Safety Evaluation Report (SER) writing templates furnished by the NRC.</p>	<p>The TM or designee will review the technical letter report to the standards to assure compliance. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.</p>
<p><b>Performance Requirements and Deliverables</b></p>	<p><b>Standard</b></p>	<p><b>Method of Review</b></p>	<p><b>Incentive/Deduction</b></p>
<p>Request for additional information (RAIs)</p>	<p>Guidance for writing RAIs is provided in Attachment 1.</p>	<p>The TM or designee will review the RAIs to the standards to assure compliance. The TM shall assess the performance of the contractor using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders documented on Attachment 4.</p>



**C. Work Performed**

Work under this task order is XX percent complete.  
[Also provide by SubTask, if appropriate]

**D. Problem/Resolution**

**E. Travel for This Period**

Name	Start Date	End Date	Destination/Activity

**F. Plans for Next Period**

**G. Staff Hour Summary**

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status

BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

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

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

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

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

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

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

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

**Format:** Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see **Attachment 1**). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

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

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

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

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.

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

(SAMPLE FORMAT)

**1. Official Agency Billing Office**

U.S. Nuclear Regulatory Commission  
Division of Contracts MS: T-7-I-2  
Washington, DC 20555-0001

**2. Voucher Information**

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number.  
Task Order No. Insert the task order number (If Applicable).
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Direct Costs - Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).
- (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:
- | Labor           | Hrs.          |             |              | Cumulative        |
|-----------------|---------------|-------------|--------------|-------------------|
| <u>Category</u> | <u>Billed</u> | <u>Rate</u> | <u>Total</u> | <u>Hrs.Billed</u> |
|                 |               |             |              |                   |
- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- (4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.



- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.

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

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

3. Sample Voucher Information

This voucher represents reimbursable costs for the billing period for the billing period from \_\_\_ through \_\_\_.

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

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

Total Direct Costs

- (b) Indirect Costs
    - (A) Overhead \_\_\_ % of \_\_\_\_\_  
(Indicate Base).....
    - (B) General & Administrative Expense  
\_\_\_ % of Cost Elements Nos.  
Total Direct & Indirect Costs
  - (c) Fixed-Fee (Cite Formula):
  - (d) Total Amount Billed.....
  - (e) Adjustments.....
  - (f) Grand Totals.....
- \* (Requires Supporting Information -- See Sample below)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

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

3) Capitalized Non-Expendable Equipment

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

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00  
 6 Pairs Electrostatic gloves @ \$150.00 = \$900.00  
\$2000.00

5) Premium Pay

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

6) Consultants' Fee

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

7) Travel

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
3/1/89	Wash., DC	\$200

**FEE RECOVERY BILLING REPORT**

**FIN:**

**Facility Name or Report Title:**

**TAC or Inspection Report Number:**

**(or other unique identifier)**

**Docket Number (if applicable):**

<b>Cost Categories</b>	<b>Period Amt.</b>	<b>Period Cost Incurred</b>	<b>Fiscal Year To Date Costs</b>	<b>Total Cumulative Costs</b>
------------------------	--------------------	---------------------------------	--------------------------------------	-----------------------------------

**Labor**

**Materials**

**Subcontractor/  
Consultant**

**Travel**

**Other (specify)**

**Common Costs**

**Total**

**Remarks:**

C:\temp\Billing instruct CR (October 2003).wpd

## CONTRACTOR SPENDING PLAN - INSTRUCTIONS

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

### Applicability

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

### Submission

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

### Format

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

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

**ATTACHMENT 8 - CONTRACTOR SPENDING PLAN  
CONTRACTOR SPENDING PLAN (CSP)**

(TO BE COMPLETED AS A PART OF THE OFFEROR'S COST PROPOSAL FOR EACH COST REIMBURSEMENT CONTRACT OR INDIVIDUAL TASK ORDER OR FOR ANY CONTRACT OR TASK ORDER MODIFICATION WHICH EXCEEDS \$100,000 AND HAS A PERFORMANCE PERIOD EXCEEDING 6 MONTHS)

Solicitation No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

Task Order No. \_\_\_\_\_ Modification No. \_\_\_\_\_  
Offeror/Contractor Name: \_\_\_\_\_

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission. Does not include options. \$ \_\_\_\_\_

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	<u>1st Month</u>	<u>2nd Month</u>	<u>3rd Month</u>	<u>4th Month</u>	<u>5th Month</u>	<u>6th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Cost Elements	<u>7th Month</u>	<u>8th Month</u>	<u>9th Month</u>	<u>10th Month</u>	<u>11th Month</u>	<u>12th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

## **Subpart 2009.5 Organizational Conflicts of Interest**

### **§2009.500 Scope of subpart.**

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

### **§2009.570 NRC organizational conflicts of interest.**

#### **§2009.570-1 Scope of policy.**

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process; NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

#### **§2009.570-2 Definitions.**

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

**§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.****(a) General.**

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

**(b) Situations or relationships.** The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.



(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's

private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the

potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

#### **§2009.570-4 Representation.**

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort

under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

**§2009.570-5 Contract clauses.**

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

**§2009.570-6 Evaluation, findings, and contract award.**

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-

3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

**§2009.570-7 Conflicts identified after award.**

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

**§2009.570-8 Subcontracts.**

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

**§2009.570-9 Waiver.**

- (a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.
- (b) Waiver action is strictly limited to those situations in which:
  - (1) The work to be performed under contract is vital to the NRC program;
  - (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
  - (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

**§2009.570-10 Remedies.**

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

<b>AWARD/CONTRACT</b>	<b>1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)</b>	<b>RATING</b> N/A	<b>PAGE OF PAGES</b> 1 44
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<b>2. CONTRACT NO. (Proc. Inst. Ident.)</b> NRC-42-07-483	<b>3. EFFECTIVE DATE</b>	<b>4. REQUISITION/PURCHASE REQUEST/PROJECT NO.</b> NRC-04-07-483
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<b>5. ISSUED BY</b> U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar 301-415-6310 Mail Stop T-7-I-2 Washington, DC 20555	<b>CODE</b> 3100	<b>6. ADMINISTERED BY (If other than Item 5)</b> U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	<b>CODE</b> 3100
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<b>7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)</b>  ENERGY RESEARCH INC  6167 EXECUTIVE BLVD  ROCKVILLE MD 208523901	<b>8. DELIVERY</b> <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
<b>9. DISCOUNT FOR PROMPT PAYMENT</b>	<b>10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN</b>

<b>11. SHIP TO/MARK FOR</b> U.S. Nuclear Regulatory Commission  Washington DC 20555	<b>CODE</b>	<b>12. PAYMENT WILL BE MADE BY</b> U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-42-07-483  Washington DC 20555	<b>CODE</b> 3100
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<b>13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b> <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	<b>14. ACCOUNTING AND APPROPRIATION DATA</b> B&R:72515171111; JC:Q4015; BOC:252A; APPN: 31X0200 FFS:NRO-07-483; OBLIGATION:\$350,000; DUNS:621211259
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B for Description of Services This is a Task Order Contract  Title: Technical Assistance in support of Design Certification, Early Site Permit, Combined License, Environmental, and Pre-application Activities related to New Reactor License Applications for the General Electric ABWR Period of Performance: Sixty months from the effective date shown in Block 3 above				

**15G. TOTAL AMOUNT OF CONTRACT**

16. TABLE OF CONTENTS				See Attached Table of Contents			
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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

<b>17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return <u>2</u> 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.)	<b>18. <input type="checkbox"/> AWARD</b> (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 condition 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.
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<b>19A. NAME AND TITLE OF SIGNER (Type or print)</b> MOHSEN KHATIB-RAHBAR, President	<b>20A. NAME OF CONTRACTING OFFICER</b> Kala Shankar Contracting Officer
<b>19B. NAME OF CONTRACTOR</b> BY <u>[Signature]</u> (Signature of person authorized to sign)	<b>20B. UNITED STATES OF AMERICA</b> BY <u>[Signature]</u> (Signature of Contracting Officer)
<b>19C. DATE SIGNED</b> 9/13/07	<b>20C. DATE SIGNED</b> 9/13/07



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

The title of this project is as follows:

Technical Assistance in Support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the General Electric ABWR

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

(a) Brief description of work:

To provide technical expertise and assistance in support of Design Certification (DC), Early Site Permit (ESP), Combined License (COL), Environmental, and Pre-Application Activities Related to New Reactor License Applications for the General Electric ABWR

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

**B.3 TYPE OF CONTRACT**

Cost Plus Fixed Fee, Indefinite Quantity Task Ordering contract.

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

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract during the five year period of performance is \$ 5,945,662.85. The Contracting Officer may place orders with the contractors during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is \$350,000.00.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### 1.0 BACKGROUND

The Office of New Reactors (NRO) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's future energy needs. NRO's Division of New Reactor Licensing (DNRL) supports the NRO mission to protect public health, safety, and the environment by leading and managing the activities associated with the licensing of new nuclear power plants. These activities include planning and scheduling, infrastructure development, environmental and safety reviews and project management of new reactor activities in support of licensing, oversight, and rulemaking programs for new reactors. DNRL is responsible as the project management organization for DC application reviews, ESP application reviews, COL application reviews, and new reactor pre-application activities. DNRL develops and maintains the necessary regulatory infrastructure to support new reactor licensing activities, including rulemaking, guidance development, interaction with stakeholders on issues pertaining to new reactors, large-scale project management tools, schedule and resource planning and tracking, and issuance of DCs, ESPs, and COLs.

NRO anticipates the filing of more than 19 COL applications in the next several years and the number is growing. As a result, substantial assistance will be needed by NRO staff to prepare for and review these applications. NRO is currently developing the infrastructure needed to review this growing number of new reactor applications. Technical assistance resources will need to be identified, coordinated, and managed to review these applications in a timely manner. Given this increased workload in new reactor licensing and the importance of meeting the schedule of new reactor licensing activities, the U. S. Nuclear Regulatory Commission (NRC) is seeking Contractor assistance in the preparation and review of these simultaneous applications.

The NRC has developed a strategy, referred to as the Design-Centered Review Approach (DCRA) and referenced in the Regulatory Issue Summary 2006-06, "New Reactor Standardization Needed to Support the Design-Centered Licensing Review Approach." DCRA is based on a concept of industry standardization of COL applications referencing a particular design (e.g., COL applications referencing either the AP1000, Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR) or Evolutionary Power Reactor (EPR) reactor designs). This approach uses, to the maximum extent practical, a "one issue, one review, one position" strategy in order to optimize the review effort, the resources needed to perform these reviews, and the review schedules. One technical review will be conducted for each reactor design issue and use of this one decision to will support the decision on a DC and on multiple COL applications. In order for the DCRA to be fully effective, it is paramount that the DC and COL applicants achieve a consistent level of standardization among related COLs.

Further for the DCRA to be fully effective, it is essential that applicants referencing a particular design standardize their applications to the maximum extent practicable (standardize design features, analyses, assumptions, and methods) such that the technical review and decisions are made against a standard application, known as the reference COL (R-COL) application. If this is done, those decisions will be applicable to subsequent COL (S-COL) applications that reference the standard. The NRC's DCRA uses the DC review or the review of the R-COL as the basis for acceptance. The DC or R-COL application review will identify those technical areas to be considered standard for a given design. S-COL applicants who use the standard application and actively work with the R-COL applicant to standardize will significantly benefit from the DCRA and the goal of having "one issue, one review, one position" for multiple COL applications.

## 2.0 CONTRACT OBJECTIVES

The Contractors shall provide qualified, competent, and fully trained personnel to perform the required technical support activities.

## 3.0 SCOPE OF WORK

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

The scope of work involves placement of task orders in the following program areas. The performance Acceptance Criteria included in this section is general in nature. Specific performance standards are delineated in Section 6.0, Performance Standards.

## 4.0 SPECIFIC TASKS

To perform the tasks described in Section 4.0, expertise is needed in the following areas: Pre-Application; Design Certification; Early Site Permits and Environmental Impact Statements; Combined License; Regulatory Infrastructure; and Litigation Support.

### Task 1: PRE-APPLICATION

**Requirements:** The Contractor shall provide technical assistance in the review of design-specific and other documentation in support of DC, ESP, COL and Environmental Review activities. These assistance requirements may include topical report review; COL application template development, office instruction development; Construction Inspection Procedure program interface and support; NUREG-0800, 10 CFR Part 52 rulemaking and other rulemaking as necessary; and interactions with stakeholders through communication plans and public meetings.

**Deliverables:** The Contractor shall develop documentation to address their comments and submit written reports as required to state findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

**Acceptance Criteria:** Any written comments or requests for additional information (RAI) on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the PO and TM.

**Additional Guidance and/or References:** None

### Task 2: DESIGN CERTIFICATIONS (DC)

**Requirements:** The Contractor shall coordinate and administer the DC process by supporting an acceptance review, a technical review, and a rulemaking to certify the design. This will require reviewing final design information with Inspections, Tests, Analyses and Acceptance Criteria (ITAAC), postulated site parameters, interface requirements, resolution of severe accident issues, and advanced reactor testing requirements.

**Deliverables:** The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAI and Safety Evaluation Reports (SER) generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation shall be provided to the PO and TM on the schedule stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and Contracting Officer (CO).

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

### **Task 3: EARLY SITE PERMITS (ESP) / ENVIRONMENTAL IMPACT STATEMENTS (EIS)**

Requirements: The Contractor shall provide technical assistance in the review of the safety and environmental portion of new reactor licensing applications. These reviews include preparation of EISs, interfacing with applicants, coordination with state and federal agencies, and supporting public meetings and site audits. Also the contractor shall support the safety and environmental portion of the mandatory hearing on new reactor licensing; site safety reviews; emergency preparedness reviews; environmental protection reviews; environmental assessments (EAs) for DCs and other new reactor rulemaking activities.

Deliverables: The results of any non-conformance to these regulatory references shall be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. This documentation will be provided to the NRC on the schedule stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants" and NUREG-1555, "Standard Review Plans for Environmental Reviews for Nuclear Power Plants" as necessary to support the safety and environmental reviews.

### **Task 4: COMBINED LICENSE (COL)**

Requirements: The Contractor shall provide technical assistance support of COL for new reactors. It is noted that the COL may reference an ESP, a standard DC, both, or neither. The Contractor will support the necessary reviews to resolve all safety and environmental issues to allow the NRC to authorize construction and conditional operation including ITAAC. The Contractor shall also review financial qualifications, decommissioning funding assurances, need for power, capitalization and construction design engineering inspections for the COL.

Deliverables: The results of any non-conformance to these regulatory references will be documented in memoranda and transmitted to the PO and TM. Further, any RAIs and SERs generated as a result of these reviews will be provided to the PO and TM for processing. See Attachment 1 for guidance for the development of RAIs for COL applications. This documentation will be provided to the PO and TM on the schedule stated in the individual task orders.

Acceptance Criteria: Any written comments or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the NRC TM and CO.

Additional Guidance and/or References: The Contractor shall utilize NUREG-0800 and NUREG-1555 as necessary to support the safety and environmental reviews.

**Task 5: REGULATORY INFRASTRUCTURE**

Requirements: The Contractor shall provide technical assistance in developing and reviewing the required infrastructure to support the DC, COL and ESP applications. This may require assisting the staff in updating office instructions, NUREG-0800, 10 CFR Part 52, communication plans, reviewing industry documentation, developing templates and licensing procedures, and supporting public meetings.

Deliverables: The Contractor shall document their reviews and submit written reports as required to support their findings. This documentation will be provided to the PO and TM as stated in the individual task orders.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: None

**Task 6: LITIGATION SUPPORT**

Requirements: The Contractor shall provide litigation support at hearings and other similar processes. This includes, but is not limited to: providing written documentation of work performed during technical reviews; providing expert testimony and reports; reviewing and analyzing expert testimony/reports of other parties in the litigation.

Deliverables: The Contractor shall document their reviews and submit written reports as required to support their findings, and provide expert testimony.

Acceptance Criteria: Any written reviews or RAIs on the documents reviewed shall be delivered in the required format and quality guidelines, within the schedule established, and accepted by the TM and CO.

Additional Guidance and/or References: None

**5.0 PERSONNEL QUALIFICATIONS**

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

**5.1 CONTRACTOR PROJECT MANAGER**

The Project Manager (PM) shall be considered as key personnel under the contract and serve as primary contact. The PM shall possess, at a minimum, a Bachelor's Degree in Engineering or Science. The PM shall have experience that is related to safety and/or environmental impact where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed. The

PM will have demonstrated capabilities to address highly complex issues. As a minimum the Contractor's Project Manager shall have the following responsibilities:

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

## **5.2 REQUIRED TECHNICAL DISCIPLINES AND SPECIALIZED TECHNICAL AREAS**

The Contractor shall provide the following types of personnel/areas of technical expertise (Attachment 11, the skill set matrix, based on ESRP/SRP review sections encompass these type of personnel):

### **(a) Engineering and Scientific Disciplines Required:**

A minimum of a Bachelor's Degree in Engineering/Science or equivalent experience and at least seven years direct nuclear power related experience in each of the disciplines is required for personnel proposed under the following areas:

Mechanical Systems  
Nuclear Systems  
Electrical Systems  
Structural and System Materials  
Thermal Hydraulics and Fluid Dynamics  
Reactor Systems  
Reactor Physics  
Reactor Fuel  
Risk and Reliability  
Severe Accident Progression  
Radiological Engineering  
Containment Systems  
Fire Protection  
Computer Science  
Meteorology  
Site Hazards  
Hydrology  
Geology  
Seismology  
Geotechnical  
Terrestrial Ecologist  
Aquatic Ecologist  
Health Physicist  
Transportation  
Socio-Economist  
Environmental Justice  
Benefits Assessment



Land Use Review  
Alternative Review  
Historic Review  
Text Editor  
Text Processor

(b) Specialized Technical Areas:

New Reactor Designs  
Risk and Reliability Assessment  
Fracture Mechanics  
Reactor Construction: management and inspection methods and techniques  
Reactor Design: inspection methods and techniques  
Reactor Core Analysis  
Computational Numerical Methods  
Reactor Fuel Mechanical Design  
Reactor Fuel Metallurgy  
Reactor Core Design  
Fuel Handling Systems  
Radioactive Source Term Assessment  
Emergency Preparedness  
Accident Analysis  
Dose Assessment  
Atmospheric Dispersion: pertaining to radioactive materials and toxic chemicals  
Internet Software Development  
Planning and Scheduling  
Human Factors  
Instrumentation & Control  
Reactor Operations  
Metallurgy  
Corrosion and Fatigue  
Structural Analysis  
Site Characterization  
Environmental Reviews  
Economics

## 6.0 PERFORMANCE STANDARDS

Contractor performance for each task order will be evaluated based on meeting the performance standard established for each task order and shall be documented on the performance evaluation form (Attachment 4). It should be noted that award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding task orders.

The deliverables required under this contract shall conform to the standards contained, or referenced, in the SOW for each task order. The Performance Requirements Summary (Attachment 5) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives applicable to the review of new reactor applications using the standard review plan (NUREG-0800 and NUREG-1555).

## 7.0 DELIVERABLES

### 7.1 Monthly Letter Status Report (MLSR)

See Sections F.3. and F.4. for information on Technical Progress Report and Financial Status Report. See Attachment 6 for format and content of the MLSR.

## 7.2 E-mail progress report

An e-mail should be provided to the CO, PO, DNRL Project Manager and TM which gives the task order title, task (or subtask) percent complete for each task order, and the corresponding funding percent depleted for each task order and the contract on a once per two week basis.

## 7.3 Technical Reporting Requirements

Unless otherwise specified in a task order, the Contractor shall provide all deliverables as draft products. The TM will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The Contractor shall revise the draft deliverable based on the comments provided by the TM, and then deliver the final version. When mutually agreed upon between the contractor and the TM, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the TM's comments on the previous draft.

The types, quantities, and distribution of the reports will be specified in each task order and shall be submitted by the contractor. Typically, the reports will involve:

**Technical Evaluation Report (TER):** Requests for this type of report are made when a formal report is required but the distribution is limited. As appropriate, the draft and final TERs will summarize the work performed, results attained, findings, conclusions and recommendations.

**NUREG/CR Report:** This is the most formal Contractor report and is requested when there is significant and important compilation of information and wide distribution of the report as a stand-alone document is required and when the staff believes the document will be referenced frequently. NUREG/CR reports require the completion/execution of an NRC form 426A, to be completed by the Contractor and sent to the Technical Monitor for processing. For further information refer to Management Directive 3.7, "NUREG-Series Publications"

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

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

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

Unless otherwise specified by the task order, all deliverables will be produced in both electronic (MS Word, depending on the task/application) and hard copy (paper) versions. Unless otherwise required by the task order, the Contractor shall deliver a hard copy of all deliverables (preliminary, draft, and final) to the CO and PO, with 5 copies to the task order TM. The electronic versions of the deliverables will be delivered to the task order with notification of delivery to the PO. See NRCAR 2052.235.70 for Publication of Research Results.

## 8.0 MEETINGS AND TRAVEL

Each task order will specify any required meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work detailed in the task order statement of work. Prior to any trip taken during the period of performance under this contract, the Contractor shall obtain approval from the CO.

## 9.0 NRC FURNISHED MATERIALS

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC Furnished Materials Section of the task order. In general, the task order TM will provide those NRC documents related to the task order that are readily available. Contractor staff will identify any additional NRC documentation that is needed and the TM will determine whether it will be provided by NRC or obtained directly by Contractor from NUDOCS, Agency wide Document Access Management System (ADAMS), the NRC Public Document Room, or the NRC public web site. Any reports, documents, equipment, and other material that the contractor will require from the NRC to perform the work will be stated in the "Work Requirements" section of the task order statement of work, along with the person to whom the material will be sent and the time requirements for NRC to provide the material.

## 10.0 ORGANIZATIONAL CONFLICTS OF INTEREST

The Contractors shall review this proposed project and provide disclosures to the NRC for projects in the same or similar technical area (or matter) as the project services within the scope of this agreement (or task order) being performed for NRC licensees, vendors, industry groups or research institutes that represent or are substantially comprised of nuclear utilities. These disclosures shall include efforts planned prior to, or during litigation associated with new reactor issues in which the Contractor was involved. All disclosures shall consist of a copy of the official SOW, the name of the organization, the total dollar value, and the period of performance. In addition, the Contractor shall also identify any current or former NRC employees who have been or will be involved in performing work on any given task order. The NRC will use the information to determine if performance of the effort in this Statement of Work will give rise to a conflict of interest to any work performed for others by the Contractor. See Section H.3. for Contractor Organizational Conflicts of Interest (OCOI) requirements, and Attachment 9 for OCOI guidance.

## 11.0 LICENSE FEE

Refer to Section H.6. and Attachment 7 of this solicitation for additional information on License Fee Recovery.

SOW Attachments 1 through 6 are listed under SECTION J, List of Attachments.

**SECTION D - PACKAGING AND MARKING****D.1 PACKAGING AND MARKING (MAR 1987)**

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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.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

**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.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

**F.2 2052.211-70 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 List of Attachments).

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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, appropriate financial tracking code specified by the NRC Project Officer, 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 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.

**F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these

types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. 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, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, 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:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: 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.
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate significant changes 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".
- (i) Property status:
  - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of 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. The same information must 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 showing the information specified in paragraph (i)(2) of this clause.
  - (4) In the final financial 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 ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) 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.

#### **F.5 DELIVERY SCHEDULE**

To be established at time of each task order award.

#### **F.6 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 (1 copy)

U.S. Nuclear Regulatory Commission  
ATTN: Charles Willbanks  
Office of New Reactors  
11545 Rockville Pike, M/S T-6J06  
Rockville, MD 20852

(b) Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
ATTN: NRC-42-07-483  
Division of Contracts, M/S T-712  
11545 Rockville Pike  
Rockville, MD 20852

#### **F.7 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on August 31, 2007 and will expire August 30, 2012. 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).



**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Charles Willbanks

Address: U.S. Nuclear Regulatory Commission  
Office of New Reactors  
11545 Rockville Pike, M/S T-6J06  
Rockville, MD 20852

Telephone Number: 301-415-0494

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

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

(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 reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

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

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

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

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

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

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

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories 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 52.233-1 -Disputes.

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

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

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

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

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).



(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, 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.3 2052.216-71 INDIRECT COST RATES ALTERNATE II (OCT 1999)**

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

INDIRECT COST POOL	RATE	BASE	PERIOD
Overhead		Direct Labor (DL) Dollars	Award – until revised
G&A		Total Cost Input	Award – until revised

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

**G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

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

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

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

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

#### **G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

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

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

**G.6. TASK ORDER PLACEMENT PROCEDURES**

This is one of four awards resulting from solicitation 03-07-036. Each of the contracts is for the support of task orders related to a specific reactor design center: Advanced Plant 1000 (AP1000), Economic Simplified Boiling Water Reactor (ESBWR), Advanced Boiling Water Reactor (ABWR), and the Evolutionary Power Reactor (EPR).

Each of the four selected contractors will primarily be responsible for all task orders issued under a particular design center for which they were awarded a contract. A small percentage of the work will be either generic or site specific in nature. Items listed in the Statement of Work, Section 3.1, Pre-Application, is an example of this type of work. In addition, some environmental aspects of the review will also be in this category. To the extent practicable, tasks will be awarded against the site where a given design center is located, to be consistent with the DCRA.

However, in situations where (1) a particular task order is not design center specific; and/or (2) a contractor selected for a particular design center can not perform work on a particular task order due to workload/performance issues, the Government will place such task orders in accordance with Federal Acquisition Regulation (FAR) 16.505, and the following fair opportunity procedures will be used:

(1) Fair opportunity (Non Design Center Specific Orders).

(a) The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple task-order contracts, except as provided for in paragraph entitled "Single Source" below.

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

(c) The contracting officer will consider the following before award:

(1) Past performance on earlier orders under the contract, including quality, timeliness and cost control;

(2) Potential impact on other orders placed with the contractor;

(3) Minimum order requirements;

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

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

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

(ii) Using a multiphased approach when effort required to respond to a potential order may be resource intensive (e.g., requirements are complex or need continued development), where all contractors are initially

considered on price considerations (e.g., rough estimates), and other considerations as appropriate (e.g., proposed conceptual approach, past performance). The contractors most likely to submit the highest value solutions are then selected for one-on-one sessions with the Government to increase their understanding of the requirements, provide suggestions for refining requirements, and discuss risk reduction measures.

(d) Formal evaluation plans or scoring of offers are not required.

When one of the exceptions to the fair opportunity process, as stated in FAR 16.505(b)(2) applies, the Government will award task orders in accordance with the following procedures:

SINGLE SOURCE:

Per FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under multiple delivery order contracts or multiple Task Order contracts if the Contracting Officer determines that –

- (i) the agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays. In this event orders will be rotated among the contractors.
- (ii) only one such contractor is capable of providing such supplies or services at the level of quality required because the services to be ordered are unique or highly specialized; or
- (iii) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order, or
- (iv) it is necessary to place an Order to satisfy a minimum guarantee.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 209.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

## (d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

## (e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.



(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

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

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

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

## H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

### **H.3 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

### **H.4 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

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

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

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

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

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

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

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

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

## **H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

## **H.6 LICENSE FEE RECOVERY COSTS (APR 1992)**

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

## **H.7 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## **H.8 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## **H.9 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

## **H.10 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated

countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

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

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

## **H.11 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOUO-Allegation Information@ or AOUO-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable

NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

#### **H.12 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	SEPT 2005
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007

52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
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
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

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



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

### **I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity stated in Section B.4, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the contract ceiling amount;

(2) Any order for a combination of items in excess of the contract ceiling amount; or

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

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

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

### **I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months.

**I.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)**

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

## **1.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause-

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

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

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

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

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

(3) For long-term contracts-

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code 541990 assigned to contract number NRC-42-07-483.

[Contractor to sign and date and insert authorized signer's name and title].

#### **1.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives 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 clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### **1.8 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

- (a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

### **1.9 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

## (1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

## (2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.



(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

#### **I.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
1.	Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications
2.	Task Order Staffing Plan Format
3.	Task Order Project Plan Format
4.	Performance Evaluation Plan
5.	Performance Requirements Summary
6.	Monthly Letter Status Report (MLSR) Format
7.	Billing Instructions for Cost-Reimbursement
8.	Contractor Spending Plan
9.	Organizational Conflicts of Interest

## **Guidance for the Development of Requests for Additional Information (RAIs) for COL Applications**

### **I. Purpose**

This style guide provides guidance to NRC staff on the request for additional information (RAI) phase of the COL application review and may be provided to the appropriate contractor for their use in COL applications reviews.

### **II. Overview and Internal NRC Process**

The branch seeking additional information prepares the questions, which are reviewed by the branch lead. The questions are forwarded to the project manager (PM). The PM reviews each question to ensure that he or she understands what information is sought, that the question is unambiguous, that the question includes an adequate basis, and that the information sought is necessary for the safety review. The PM may clarify the question but should obtain the concurrence of the technical branch reviewer if the change is of a technical nature. If not already assigned, the PM assigns a unique number to each RAI to link the RAI to a section of the COL application. The PM then forwards the questions to the applicant. The PM and review branch interact with the applicant as necessary to ensure that the applicant understands the questions or to give the applicant the opportunity to identify when the requested information is already available to the staff (i.e., in the UFSAR, Technical Specifications, or other docketed correspondence). Some RAIs are typically dropped during this interaction. The staff then formally transmits the RAIs to the PM, and the PM formally transmits the RAIs, along with any pertinent guidance (i.e., the date by which the applicant must respond) to the applicant.

### **III. RAI Guidance**

1. An RAI should be limited to the scope of the Rule, 10 CFR Part 52.
  - a. An RAI should not imply that the current licensing basis (CLB) is inadequate. CLB issues should be addressed under Part 50.
  - b. An RAI should not request information that is already on the docket. Note that the draft RAIs occasionally contain information that is already on the docket if the information is not readily available to the staff. These draft RAIs are typically dropped during interactions with the applicants, as described above.
2. An RAI should include the appropriate basis for requesting the information. The basis should explain why the information is needed, including how it will be used to help make a reasonable assurance finding.
3. Judgmental language should be avoided.
  - a. Questions should not make adequacy determinations. Staff evaluations and conclusions belong in the SER.

- b. Words like unacceptable, deficient, and deviation should be avoided. Likewise, avoid using phrases like *the staff will require that* since it is premature to require anything when you are asking questions.
4. Questions should be focused, not open-ended.
- a. The RAI should be in the form of a question or an imperative to provide what is needed to satisfy the RAI. When the reviewer needs specific information or the underlying issue may not be apparent, the RAI should clearly identify the information requested and/or the underlying issue.
  - b. Questions should not pertain to information that is either already available (such as asking about plant technical specifications) or not the applicant's responsibility.
  - c. "If ... then" questions (questions that could lead to follow on questions) should provide both parts of the question.
  - d. Ask questions to clarify conflicting or contradictory statements in the application.

Note that reviewers' RAIs should be limited to their areas (e.g., hydrology reviewers shouldn't be asking seismology questions). If a reviewer has questions outside their review area, the reviewer must communicate the questions to the appropriate reviewers. The PM can coordinate this communication.

5. Assign each RAI a unique number that links the RAI to a section of the application.
- a. If an RAI applies to a specific section of the SER, use the section number followed by a unique question number (e.g., the first question related to Section 3.3.4 would be numbered RAI 3.3.4-1).
  - b. If the RAI applies to more than one section of the SER, use the next higher section number (e.g., if a question is applicable to Sections 3.3.4, 3.3.5, and 3.3.6, assign the question to Section 3.3, such as RAI 3.3-1). The same RAI question should not be repeated in the various sections.

#### IV. Sample RAI

10 CFR 100.23 requires a probabilistic seismic hazard analysis or suitable sensitivity analysis in order to address the uncertainties inherent in the estimation of the Safe Shutdown Earthquake (SSE) ground motion. Regulatory Guide 1.165 (RG 1.165), "Identification and Characterization of Seismic Sources and Determination of Safe Shutdown Earthquake Ground Motion" provides specific guidance with respect to the probabilistic evaluations that should be conducted to address the uncertainties associated with determining the SSE ground motion. RG 1.165 specifies a target or reference probability that is to be used to determine the controlling earthquake(s) magnitude and distance (M, D) and SSE spectra for the site. The reference probability is the annual probability level such that 50 percent of a set of currently operating plants have an annual median probability of exceeding their SSE that is below this level. Section 2.5.2 of the application does not specify that the reference probability (median  $10^{-5}$ )

from RG 1.165 was used to determine the controlling earthquake(s) (M,D) for North Anna. Clarify whether the reference probability from RG 1.165 was used to determine the controlling earthquake for North Anna and if a different reference probability was used, then justify the use of the new probability value.

#### V. Interactions with the Applicant

1. After an RAI has been forwarded to the PM, the PM may hold teleconferences and/or public meetings before issuing the RAI:
  - a. The discussions prevent misunderstanding of the intent of the questions.
  - b. If a draft RAI is clarified or resolved before issuance, the PM develops a docketed record of the resolution (i.e., minutes of a public meeting or a teleconference summary). An RAI can only be considered resolved if the information is already in the application or other documents previously submitted to the NRC. If not, the RAI is sent to the applicant so that the applicant's response will be submitted on the docket.
2. After the final RAIs have been issued, the applicant may request a teleconference and/or a public meeting:
  - a. The teleconferences and/or meetings provide additional clarification of the intent of the RAIs and help the applicant prepare satisfactory responses.
  - b. To ensure that the response appropriately addresses the RAI, the applicant may submit a draft response (which the PM docketed in the Agency-Wide Documents Access and Management System (ADAMS) and request a follow up teleconference and/or meeting.
3. After receiving the applicant's response to the RAI, the PM may hold a teleconference and/or a public meeting with the applicant:
  - a. The purpose of discussing a response with the applicant is to better understand the response and/or clarify areas of disagreement. If the resolution of a response relies on information not submitted to the NRC, the applicant should submit the information on the docket. The submission is not intended to be another RAI or a means to minimize the number of SER open items, but in actual practice this step frequently reduces the number of SER open items.
  - b. If the areas of disagreement remain, the unresolved RAI becomes an SER open item.

#### VI. Receipt of the Responses to the RAIs

On receiving the applicant's response to an RAI, the PM provides a copy to the reviewers. The reviewers have a specified time based on the schedule to review the response for acceptability. If time permits, the PM and the reviewers may discuss incomplete RAI responses with the applicant. The discussions are not to be construed

as another RAI. An RAI that remains open becomes a safety evaluation report open item.

**Task Order Staffing Plan Format**

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

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

Staffing Plan - Task Order

Name	Expertise	Project Role (task)	Title	Est. Hours



### Task Order Project Plan Format

The task order project plan shall clearly describe your organization's planned technical and management approach to performing the effort described in the specific task order. You shall describe your proposed technical approach by task, identifying for each, the schedule, milestones, and deliverables (in Microsoft Project® or similar format); the methodology, innovations, and quality control measures to be used; problems and risks anticipated, as well as your risk mitigation plans. This project plan supplements the project management plan developed for the SOW. Once established, and approved by the TM, this project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.

#### Project Plan

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

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

**Quality Control**     All deliverable products will receive peer review by an independent experienced editor and technical reviewer prior to being submitted to NRC and in accordance with the quality control plan. A NUREG template will be used by all reviewers.

**Performance Evaluation Plan**

JCN: \_\_\_\_\_ Task Order #: \_\_\_\_\_ Rating Period: MM/DD/YYYY to MM/DD/YYYY  
 TM: \_\_\_\_\_ (Contractor) PM: \_\_\_\_\_  
 Assessment of Task Order Performance

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

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

**TM**

I certify that the above evaluation is accurate.

**PO**

I concur in the rating provided by the TO TM.

**Comments:**

**Comments:**

Signature

Date

Signature

Date

Note: PO signature only required when rating of unsatisfactory is given

## Rating Scale and Subcategory Definitions

### Rating Scale

#### Appropriate SRP Sections Reviewed

- Excellent – Reviewed all appropriate SRP sections and subsections as specified in the Task Order. Interfaced with NRC staff at least weekly to collect their inputs, and made recommendations in a clear and concise manner.
- Satisfactory – Addressed all appropriate SRP sections and subsections as specified in the Task Order. Communication with the NRC staff was infrequent (less than weekly) but adequate.
- Unsatisfactory – Did not address 2 or more appropriate SRP sections and subsections as specified in the Task Order. Communications with NRC staff was infrequent and inadequate.

#### Budget

- Excellent – Performed all work specified in the Task Order at or within the initial budget.
- Satisfactory – Performed all identified tasks within the NRC adjusted budget that was adjusted for issues outside the Contractor's control. Contractor identified budget and schedule issues promptly to NRC to allow adequate time to evaluate the situation and revise the budget as needed.
- Unsatisfactory – Failed to complete work specified in the Task Order within budget. Did not adequately keep NRC advised of issues that could affect the task budget or schedule.

#### Incorporation of Comments

- Excellent – Communicated effectively and in a timely manner with NRC to incorporate NRC comments promptly and correctly. Resolved or incorporated major comments in one iteration. General and editorial comments were resolved quickly and ahead of schedule. Questions and potential issues were resolved in a highly professional manner.
- Satisfactory – Communicated adequately with the NRC staff to collect and incorporate comments. One or more rounds of comment resolution was required to resolve major issues. General and editorial comments were resolved within the established scheduled time period.
- Unsatisfactory – Communication between the contractor and NRC was inadequate to identify and incorporate comments in a timely manner. Several iterations of comment resolution were insufficient to incorporate the NRC comments. Major issue resolution was not pursued appropriately, and general and editorial comments were not adequately addressed, which caused a schedule delay.

#### Timeliness

- Excellent – Completed all tasks on or ahead of schedule

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- Satisfactory – Completed all tasks at or ahead of the schedule revised due to circumstances beyond the contractor's control.
- Unsatisfactory – Exceeded the agreed upon (or revised) schedule by greater than 2 business days.

Performance Requirements Summary

Performance Requirements and Deliverables	Standard	Method of Review	Incentive/Deduction
Management Controls	<p>A Project Plan shall be established consistent with the NRC licensing review schedule. The format for this Project Plan is provided in Attachment 3. Once established, and approved by the TM, the project plan, inclusive of schedule, shall form the basis for accomplishment of the task order and shall be used as a means to assess performance.</p>	<p>The TM or designee will review.</p> <p>The licensing review schedule will be updated and monitored on a frequent basis. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.</p>

<p>Technical Evaluation Report</p>	<p>The format will be provided as an Attachment to the task order, upon contract award. The content should address the relevant portion of NUREG-0800, "Standard Review Plan (SRP)" or (NUREG 1555, "Environmental SRP" and any Safety Evaluation Report (SER) writing templates furnished by the NRC.</p>	<p>The TM or designee will review the technical letter report to the standards to assure compliance. The TM shall assess the performance of the contractor for each task order using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders as documented on Attachment 4.</p>
<p><b>Performance Requirements and Deliverables</b></p>	<p><b>Standard</b></p>	<p><b>Method of Review</b></p>	<p><b>Incentive/Deduction</b></p>
<p>Request for additional information (RAIs)</p>	<p>Guidance for writing RAIs is provided in Attachment 1.</p>	<p>The TM or designee will review the RAIs to the standards to assure compliance. The TM shall assess the performance of the contractor using the Performance Evaluation Plan provided in Attachment 4.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by the contractor. Award of subsequent task orders will be based on the assigned contractors ability to meet the schedule, milestones, and deliverable requirements of the preceding orders documented on Attachment 4.</p>



**C. Work Performed**

Work under this task order is XX percent complete.  
[Also provide by SubTask, if appropriate]

**D. Problem/Resolution**

**E. Travel for This Period**

Name	Start Date	End Date	Destination/Activity

**F. Plans for Next Period**

**G. Staff Hour Summary**

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status



BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

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

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

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

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

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

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

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

**Format:** Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

## ATTACHMENT 7

## BILLING INSTRUCTIONS

### Billing Instructions for Cost Reimbursement Type Contracts

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

**Fee Recovery Billings:** Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

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

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

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

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

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

**Supersession:** These instructions supersede any previous billing instructions.

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

(SAMPLE FORMAT)

Official Agency Billing Office

U.S. Nuclear Regulatory Commission  
Division of Contracts MS: T-7-I-2  
Washington, DC 20555-0001

Voucher Information

Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

Contract Number. Insert the NRC contract number.  
Task Order No. Insert the task order number (If Applicable).

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

Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.

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

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

<u>Labor Category</u>	<u>Hrs. Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hrs.Billed</u>
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- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- (4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.

Billing Instructions for Cost Reimbursement Type Contracts

- (5) **Premium Pay.** This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) **Consultants.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) **Travel.** Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

- (8) **Subcontracts.** Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) **Other Costs.** List all other direct costs by cost element and dollar amount separately.

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

**Fixed Fee.** If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well. The contractor may bill for fixed fee only up to 85% of total fee.

**Total Amount Billed.** Insert the total amounts claimed for the current and cumulative periods.

**Adjustments.** For cumulative amount, include outstanding suspensions.

**Grand Totals.**

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

**Sample Voucher Information**

This voucher represents reimbursable costs for the billing period for the billing period from \_\_\_ through\_\_.

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

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

Total Direct Costs

- b) Indirect Costs
    - (A) Overhead \_\_\_ % of \_\_\_\_\_ (Indicate Base).....
    - (B) General & Administrative Expense \_\_\_ % of Cost Elements Nos. \_\_\_\_\_

Total Direct & Indirect Costs
  - c) Fixed-Fee (Cite Formula):
  - d) Total Amount Billed.....
  - e) Adjustments.....
  - f) Grand Totals.....
- (Requires Supporting Information -- See Sample below)

SAMPLE SUPPORTING INFORMATION

) Direct Labor - \$2400

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

) Capitalized Non-Expendable Equipment

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

) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @ \$150.00 = \$900.00

\$2000.00

) Premium Pay

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

) Consultants' Fee

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

) Travel

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
3/1/89	Wash., DC	\$200

**FEE RECOVERY BILLING REPORT**

**FIN:**

**Facility Name or Report Title:**

**TAC or Inspection Report Number:**

**(or other unique identifier)**

**Docket Number (if applicable):**

<b>Cost Categories</b>	<b>Period Amt.</b>	<b>Period Cost Incurred</b>	<b>Fiscal Year To Date Costs</b>	<b>Total Cumulative Costs</b>
------------------------	--------------------	---------------------------------	--------------------------------------	-----------------------------------

Labor

Materials

Subcontractor/  
Consultant

Travel

Other (specify)

Common Costs

Total

Remarks:

C:\temp\Billing Instruct CR (October 2003).wpd

**CONTRACTOR SPENDING PLAN - INSTRUCTIONS**

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

Applicability

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

Submission

A CSP is required:

- a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
- b. as part of the Best and Final Offer (if requested) as a result of negotiations;

Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.(fillin) , "Financial Status Report").

Format

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

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

## CONTRACTOR SPENDING PLAN (CSP)

(TO BE COMPLETED AS A PART OF THE OFFEROR'S COST PROPOSAL FOR EACH COST REIMBURSEMENT CONTRACT OR INDIVIDUAL TASK ORDER OR FOR ANY CONTRACT OR TASK ORDER MODIFICATION WHICH EXCEEDS \$100,000 AND HAS A PERFORMANCE PERIOD EXCEEDING 6 MONTHS)

Solicitation No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_

Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

Task Order No. \_\_\_\_\_ Modification No. \_\_\_\_\_  
 Offeror/Contractor Name: \_\_\_\_\_

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission. Does not include options. \$ \_\_\_\_\_

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	<u>1st Month</u>	<u>2nd Month</u>	<u>3rd Month</u>	<u>4th Month</u>	<u>5th Month</u>	<u>6th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Cost Elements	<u>7th Month</u>	<u>8th Month</u>	<u>9th Month</u>	<u>10th Month</u>	<u>11th Month</u>	<u>12th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Projected Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %



## Subpart 2009.5 Organizational Conflicts of Interest

### §2009.500 Scope of subpart.

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

### §2009.570 NRC organizational conflicts of interest.

#### §2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process; NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

#### §2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

**§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.****(a) General.**

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

**(b) Situations or relationships.** The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's

private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the

potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

#### **§2009.570-4 Representation.**

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort

under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

#### **§2009.570-5 Contract clauses.**

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

#### **§2009.570-6 Evaluation, findings, and contract award.**

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-



3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

**§2009.570-7 Conflicts identified after award.**

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

**§2009.570-8 Subcontracts.**

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

**§2009.570-9 Waiver.**

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
- (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

**§2009.570-10 Remedies.**

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

PLEASE NOTE THAT THE RESPONSES TO QUESTIONS,  
PROVIDED VIA AMENDMENTS 1 AND 3 TAKE PRECEDENCE  
OVER THIS TRANSCRIPT.

Official Transcript of Proceedings  
NUCLEAR REGULATORY COMMISSION

Title: New Reactor License Applications  
Pre-Proposal Conference

Docket Number: (not applicable)

Location: Rockville, Maryland

Date: Tuesday, May 1, 2007

Work Order No.: NRC-1561

Pages 1-57

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UNITED STATES OF AMERICA

NUCLEAR REGULATORY COMMISSION

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OFFICE OF NEW REACTORS

+ + + + +

PRE-PROPOSAL CONFERENCE

+ + + + +

TECHNICAL ASSISTANCE IN SUPPORT OF DESIGN

CERTIFICATION, ESP, COL AND ENVIRONMENTAL REVIEW

ACTIVITIES RELATING TO NEW REACTOR LICENSE

APPLICATIONS

+ + + + +

TUESDAY, MAY 1, 2007

The Conference convened at 9:30 a.m. in the  
NRC Auditorium at NRC Headquarters, 11545 Rockville  
Pike, Rockville, Maryland, Robert Fretz presiding.

PRESENT:

ROBERT FRETZ

ROBIN BAUM, ESQ.

DON KING

KALA SHANKAR

CHARLES WILLBANKS

JOSEPH COLACCINO

JERRY WILSON

BARRY ZALCMAN

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P-R-O-C-E-E-D-I-N-G-S

(9:35 a.m.)

1  
2  
3 MR. FRETZ: I'd like to start out - I'll  
4 start from left to right. First we have Robin Baum,  
5 who's from the Office of General Counsel. Don King,  
6 from the Division of Contracts. Kala Shankar, from  
7 the Division of Contracts. Charles Willbanks, Office  
8 of New Reactors. Joe Colaccino, Office of New  
9 Reactors. Jerry Wilson, he's from the Office of New  
10 Reactors. And then, finally, Barry Zalcman, and he's  
11 also from the Office of New Reactors.

12 I'd first like to introduce Don King from  
13 Division of Contracts, who will provide some opening  
14 remarks about the meeting and to help facilitate the  
15 meeting. Don?

16 MR. KING: Thank you, Bob. Good morning.  
17 As Bob mentioned, I'm the branch chief for the  
18 Contract Management Branch of the Division of  
19 Contracts here at the NRC. And my branch has the  
20 responsibility for the acquisition process. The  
21 purpose of our meeting today is to afford interested  
22 parties an opportunity to present questions and  
23 clarify uncertainties regarding the solicitation.  
24 Thank you in advance for your email questions that  
25 came in before the conference concerning those areas

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1 of uncertainty, which, in your opinion required  
2 clarification or correction.

3 Later this morning we will provide  
4 responses to those questions, some of which are  
5 administrative, some are technical in nature, and some  
6 concerning organizational conflict of interest. As  
7 mentioned in the solicitation, receipt of late  
8 questions may result in questions not being answered  
9 during this conference, although they will be  
10 considered per necessary amendments to the  
11 solicitation. At the end of the Q and A period, you  
12 will be afforded an opportunity to ask further  
13 questions, some which may not be responded to this  
14 morning, but will be considered - will be included in  
15 later amendments if necessary.

16 In addition this morning, the New Reactor  
17 Technical Office personnel will provide a technical  
18 presentation to you. One of the individuals who's not  
19 here this morning for introduction is Mauricio Rivera.  
20 He's our NRC small business program manager. Mr.  
21 Rivera can be reached, if you like, at 301-415-7160.  
22 His email address is mxv@nrc.gov. We would also like  
23 to invite you to go to our Website, nrc.gov, and click  
24 on business with the NRC to get further information on  
25 small business. In addition, an NRC contracting

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1 officer has set up under the federal business  
2 opportunities Website - we call it "Fed. Bus. Ops.,"  
3 which is at fbo.gov - an interested vendors list for  
4 this solicitation. This list was set up to assist  
5 with subcontracting opportunities, and as of this  
6 morning, we had thirty five firms that had registered.

7 I'd like to go over a few guidelines now  
8 for this morning's presentation. During the  
9 presentation and during the Q and A, we ask that you  
10 not ask questions during that time, but wait until  
11 afterwards. The presentation and Q and A will be  
12 followed up with a thirty to sixty minute period for  
13 questions and answers. We'd also like to ask you if  
14 you would, please, write down questions that you have  
15 this morning that we have not covered, so that we can  
16 provide you with a response later. Finally, at the  
17 conclusion of the conference, you're requested to  
18 gather your possessions and to vacate the room as soon  
19 as possible. We'll have escorts for you.

20 Now I'd like to present Bob Fretz again,  
21 who'll introduce the technical presenters.

22 MR. FRETZ: I believe we've already  
23 introduced our head table, but now I'd like to  
24 introduce Bill Borchardt, who's the director of the  
25 Office of New Reactors, and he'd like to say a few

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1 things before we get started. Bill?

2 MR. BORCHARDT: Thank you Bob. Good  
3 morning everyone, and thanks for your interest in this  
4 very important activity. As most of you probably  
5 know, nuclear energy accounts for about twenty percent  
6 of the electrical supply in this country. It's been  
7 over twenty years since a generating company has  
8 ordered a new reactor, and because of the Energy  
9 Policy Act and the increasing electricity demand in  
10 the country, there's a level of interest that many of  
11 us didn't predict ten years ago for construction of  
12 new plants.

13 This map gives you an idea of where many  
14 of those plants were going to be built. Beginning in  
15 October of this year, we'll begin to receive the first  
16 - as many as nineteen combined license applications  
17 that will be submitted to the NRC for approval to  
18 build and operate a new nuclear power plant somewhere  
19 in the country. This is an incredibly important  
20 activity for the NRC, but also for the nation as a  
21 whole. For many reasons that you're all aware of,  
22 from energy diversity to national security, this is an  
23 activity that has the interest of the American public,  
24 the congress, and all of us in this room.

25 It's an incredibly challenging activity

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1 also, since this is something that we haven't done in  
2 the NRC for many years, and because of the importance  
3 of maintaining the safety of the currently operating  
4 104 reactors, the agency decided over a year ago to  
5 create a new Office of New Reactors. And we are in  
6 the process of staffing up to in excess of 350 people  
7 in this new office. And our activities will be  
8 supplemented by a significant contracting effort,  
9 which is the subject of today's activity.

10 So again, I just wanted to thank you for  
11 your interest, let you know how very important this is  
12 to the agency that we do these activities in a very  
13 technically complete, safety-focused way, but also in  
14 a manner that accommodates the schedules that these  
15 generating companies need to meet in order to get  
16 electricity on the grid. Many of them are talking  
17 about a need in their service areas of having  
18 electricity on the grid by 2015. The time line to  
19 build a plant is four to five years. We're in 2007  
20 now, so you can see there is not a time period of  
21 years and years to do these reviews, but a need for us  
22 to be very timely and precise in the work that we do.

23 So next I'm going to turn it over to Jerry  
24 Wilson, who's going to go through a little more detail  
25 about the challenges in front of us, but again, thank

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1 you very much and I hope you have a fruitful next hour  
2 or so.

3 MR. WILSON: Thank you Bill. I'm Jerry  
4 Wilson, I'm with the Office of New Reactors, and I'm  
5 one of the authors of the licensing processes in Part  
6 52, which I'm going to speak about this morning. As  
7 Bill mentioned, we have several challenges facing us  
8 with these new applications that are coming. One of  
9 which, we're anticipating the plants will be built  
10 more rapidly, and also that they're going to use  
11 modular construction techniques, and by that I mean  
12 they'll build portions of the plant away from the  
13 actual location where the plant's going to be, and  
14 then lift those portions of the plant in. That's  
15 going to challenge our verification activities.

16 Also, as you see, we're expecting that  
17 some of these modules and long-lead components are  
18 going to be fabricated outside the United States. In  
19 addition, we're expecting that certain work is going  
20 to be completed before the official authorization for  
21 construction. The Commission is in the process of  
22 revising its licensing process for authorizing limited  
23 work prior to the issuance of a combined license. I  
24 expect that that final rule-making will be completed  
25 within a few months. The key elements of it are that

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1 we're changing the definition of construction, which  
2 means that there will be a number of preparation  
3 activities that perspective applicants can complete  
4 without getting an authorization from the NRC, and  
5 they can also do some limited amount of safety-related  
6 construction prior to receipt of a combined license.

7 Now if we look at - from a high level -  
8 what does it take to get approval to build and operate  
9 a nuclear plant. Well, you need to get your nuclear  
10 plant design approved. The site where you're going to  
11 locate it needs to be approved. You need to disclose  
12 the environmental impacts from that construction and  
13 operation. You need to review the operational  
14 programs, emergency planning, security, fire  
15 protection, the list goes on. We need to verify that  
16 the applicant is qualified to build and operate a  
17 nuclear plant. That's both technical qualifications  
18 and financial qualifications. And we need to verify  
19 that the applicant has done what they said they were  
20 going to do.

21 Now, within Part 52, we have a variety of  
22 licensing processes. The focus of which is our  
23 combined license process, which is shorthand for  
24 combined construction permit and operating license  
25 with conditions. And as Mr. Borhardt mentioned, we

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1 expect that all of these applicants will be applying  
2 for a combined license, and maybe referencing other  
3 licensing processes, design certifications, and early  
4 site permits. Now, some of you are probably aware  
5 that Part 52 is in the process of being updated. I  
6 expect that that's going to be completed within a  
7 couple of months. In that update, we've done a number  
8 of clarifications we believe will facilitate the  
9 process of both applying for and reviewing  
10 applications for combined licenses. And in there we  
11 have a number of enhancements, that, from the  
12 perspective of these applicants - the key one is  
13 probably the last one there on your list - is reducing  
14 financial risk, and we're doing that by making our  
15 process more predictable.

16 So, with that, I have a chart here that  
17 shows how some of these pieces fit together. The  
18 point being that, at the moment, we're expecting all  
19 of the combined license applicants to reference a  
20 design certification. Some of them may reference an  
21 early site permit. If not, we'll review that siting  
22 and environmental impact information as part of the  
23 combined license application. If and when the  
24 combined license is issued, the applicant will begin  
25 construction of the plant, will have to do their

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1 verification of that construction effort, and we will  
2 also be doing our verification. Once we are convinced  
3 that the plant has been built in accordance with the  
4 approved design and the operational programs are in  
5 place, the Commission will authorize operation.

6 Key points there on the bottom of the  
7 slide that I was mentioning were licensing decisions  
8 finalized before major construction begins,  
9 inspections using an ITAAC, which are pre-determined  
10 inspection procedures and acceptance criteria, and  
11 that there may be limited work authorized before we  
12 issue a combined license. Now with that, I'll turn  
13 this over to Joe Colaccino, and he'll talk about our  
14 strategies for proceeding with this work effort.

15 MR. COLACCINO: Good morning everybody. My  
16 name is Joe Colaccino. I wear two hats right now, and  
17 for the last six months I've worn the acting branch  
18 chief in the contract planning and management branch.  
19 And as Bill said, we're standing up a new  
20 organization. Part of that strategy in the new  
21 organization was that we knew that we would need a  
22 focused organization to handle all the technical  
23 assistance activities that would support the office.  
24 As he alluded to, we had a lot of work to do. And we  
25 had to insure that we made our decisions as we would

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1 if a technical staff was doing it, insure we  
2 maintained safety and quality in our decision making,  
3 and in our work that we did.

4 But do it within the schedules that we  
5 had. In recognition of what the Energy Policy Act did  
6 was really - offered a number of incentives for  
7 potential applicants to apply by the end of 2008.  
8 That's really why you're seeing the big wave of COL  
9 applicants, that they're coming in. One of the  
10 milestones in the Energy Policy Act says that they've  
11 got to have their application in and, I believe,  
12 docketed by the end of 2008. My other hat is the  
13 branch chief, and it's my permanent hat, of one of the  
14 project branches within the Division of New Reactor  
15 Licensing. And I'm very interested, as a branch chief  
16 of the project branch, what the contracting branch is  
17 doing. So I feel like I'm in a unique position within  
18 the organization.

19 And just to take a second - this  
20 information's not really reflective - this slide is -  
21 what the NRC has done over the last year and a half in  
22 preparation for these combined license applications  
23 has been nothing short of incredible. All the efforts  
24 that have gone in with development of the  
25 infrastructure has been, in my career here,

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1       unprecedented. And a lot of those are now available  
2       for you all to look at on the Web. And two in  
3       particular that I'm fond of is our update to the  
4       standard review plan. For those of you who have been  
5       with the NRC for a long time, this is a document that  
6       had not been updated for a generation. But now it's  
7       out there. And it really sets the groundwork for the  
8       staff reviews, of how we're going to review all these  
9       applications that are coming in.

10               We've also provided significant guidance  
11       to the applicants that are coming in by updating our  
12       application guidance. Both of those are available on  
13       the NRC Website for you to look at. And really, the  
14       standard review plan gives you the scope of work that,  
15       when you put them all together, I think it totals  
16       about 3000 pages, of how the staff will conduct its  
17       review. And I know many of you are familiar with how  
18       that's done. Also, what we've done, in order to  
19       insure safety and quality, is gone to the applicants,  
20       or potential applicants, and told them that, in the  
21       time frame that you want us to do this, we have to  
22       look at doing this a new way. A way that was not done  
23       with the initial fleet of reactors.

24               And really focused more on  
25       standardization, and standardization of submittals.

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1 One of the things that Part 52 does, it allows us to  
2 certify a design, which is quite frankly the bulk of  
3 the technical work that is done. The design  
4 certification reviews are very large reviews, as you  
5 probably understand, taking up many staff - over a  
6 hundred staff FTE over a couple of years. It's a very  
7 comprehensive review. It's probably the biggest  
8 reviews that we do. But then to make sure that the  
9 industry understood that these reviews would be the  
10 basis of what we were going to have in our COL  
11 applications, that they would reference these reviews.

12 And I've got a figure that will better  
13 characterize that in the next slide. At the same  
14 time, the other thing that we've done is, as Bill  
15 said, we created a new office. We took - essentially  
16 we started with the Office of Nuclear Reactor  
17 Regulation, and we split the resources in the offices,  
18 and now both offices are hiring. You'll hear Bill say  
19 a lot, "Both offices will succeed, have to succeed."  
20 And the way both offices are succeeding is to build up  
21 the staff levels in both NRR and NRO. And so we're on  
22 a very aggressive recruiting campaign. As, quite  
23 frankly, the rest of the industry is.

24 Who knows, some of you are probably on  
25 that same recruiting campaign in anticipation of

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1 potential work. But at the same time, we recognize,  
2 and that's one of the reasons that we're here today,  
3 is that, given the way that the applications are  
4 coming in within the time frame, we're going to  
5 probably need some help. And this isn't like - I  
6 don't know if any of you all were involved in license  
7 renewal, where we have one application coming in and  
8 we have - the staff has a period of time in which to  
9 do that and to really develop their process. We're  
10 working on several parallel paths at the same time.  
11 So we coined the design center review approach. We  
12 documented it in a RIS, which RIS's number - it  
13 escapes me right now.

14 We updated it in a RIS just released in  
15 the last couple of weeks. Also, we're doing an  
16 incredible amount of planning for these reviews. How  
17 do we utilize the staff? How do we utilize the  
18 technical assistance that we know that we'll need to  
19 do these reviews? How we're disciplining all of our  
20 reviews on, really, the pieces that need to be  
21 reviewed. And subsequent reviews relied upon earlier  
22 work, and this is the concept of the reference COL and  
23 the subsequent COL, which I'll talk about here.

24 This is a figure. Some people aren't very  
25 fond of this figure. I kind of like it. If you do it

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1 in PowerPoint - actually, the gentleman who did it  
2 really liked PowerPoint and these little blocks  
3 bounce. But I'm not that sophisticated. But what you  
4 see here really is the concept of design center review  
5 approach where we'll make one decision and it will  
6 really apply to multiple applications. On top, the  
7 design certification review in its piece, which is a  
8 review done by the staff. And that's a review of the  
9 design of the facility. You can look at it as really  
10 - as essentially the nuclear island, although there's  
11 - we're having an interesting interaction I think,  
12 externally, as more COL applicants are interacting  
13 with vendors. The vendors want to put more stuff into  
14 the design certification, and the vendors want to push  
15 more stuff into COL.

16 It's a very healthy dialogue and  
17 competition that we're not really essentially involved  
18 with. But once the certification is completed, they  
19 go through a rule-making process. That's the public  
20 interaction process of the design certification.  
21 What's happening now is that, as we're going in rule-  
22 making on designs that are - once we're reviewing  
23 designs that are in progress, which we have for the -  
24 we're looking at four designs, as you saw in that  
25 picture before. ESPWR, currently in review. EPR,

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1 which is about to start review at the end of the year.  
2 And two potential re-certifications that are amended  
3 certifications that are now allowed by the updated  
4 Part 52 rules, being ABWR and AP1000.

5 You have all those activities going on  
6 with the certification in parallel to all the COLs  
7 that are being evaluated right now. Which is a very  
8 challenging scenario. And so another reason for the  
9 design centered review approach. But essentially what  
10 it is is, the first COL that comes in - we ask to  
11 designate - we ask first for all the COLs that are  
12 getting together and referencing one design, like the  
13 AP1000, for example. We ask them to form a design  
14 center working group. And they did. They've all  
15 formed design center working groups. And then we say,  
16 pick a reference.

17 And so for AP1000, I believe, they picked  
18 Bellefonte as their reference. I think that's right.  
19 So the staff is going to conduct that review. In  
20 parallel with that review, we will look at the  
21 subsequent - all the other AP1000s that come in our  
22 subsequent COLs. And all the COLs coming in are  
23 apparently - they're standardized. They're many parts  
24 of a combined license application that we feel, and  
25 the applicants feel you can actually standardize.

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1 There are some pieces that can't be, obviously, like  
2 the site-specific portions. Those would be carried on  
3 in parallel to the COL reviews. But the important  
4 thing is here is that if we make a decision on a  
5 reference and it carries over to a subsequent, then we  
6 should be able to make the same decision on the  
7 subsequent, unless there's some peculiarities to the  
8 site that cascade into what - that impact that  
9 decision.

10 So this is a very important concept. It's  
11 going allow us to - we feel - to do these reviews on  
12 a more focused manner, better schedule. But there is  
13 a catch. And the catch is that the COL applicants  
14 coming in have to maintain rigorous standardization.  
15 They have to make sure that all their applications are  
16 consistent. Because if they're not, they are actually  
17 on a different track. And so we'll have to conduct a  
18 separate review if there are some differences in that.  
19 And so that's prompted some discipline, and some  
20 discussions that I'm not privy to. But I understand  
21 in just hearing anecdotally they're quite interesting.

22 So that's really - I wanted to give you a  
23 sense for what the design center review approach and  
24 how we're doing that. And this is going on for all  
25 four of the design centers. And as I said, there are

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1 designs that are certified right now, AP1000, ESPWR.  
2 But they will be looking. They're making changes. As  
3 they've talked with their vendors - as the vendors  
4 have talked with the potential COL applicants.  
5 They're making changes and they want those factored  
6 into the design certification or amended  
7 certification. The reason is that last block over  
8 there. Those things called the mandatory hearing.

9           Everyone wants their rule-making finished  
10 on the certification or re-certification before you go  
11 to mandatory hearing. Because when you in a  
12 certification and when you have a certified design,  
13 and it has - when it completes its rule-making, it  
14 achieves something that we call finality. And then  
15 it's not a part of the mandatory hearing process. So  
16 that's really all I wanted to say. I just wanted to  
17 give you a sense of how we were going to do these  
18 reviews. And so I'm going to turn it back over to  
19 Bob. Thank you.

20           MR. FRETZ: I'd like to reintroduce Don  
21 King, who has a few comments about small businesses.

22           MR. KING: As I mentioned earlier, our  
23 manager for small business is not here today. But he  
24 wanted me to emphasize to you that the agency has  
25 major goals, and we've shown those goals in our

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1 solicitation at a smaller level. But for the agency  
2 for 2007 for small business total, we're striving to  
3 have 53.1 percent of our procurements as small  
4 business. Small disadvantaged businesses, at least  
5 25.1 percent, women-owned small businesses, at least  
6 12.7 percent, HUBs-owned business three percent, and  
7 small disadvantaged, veteran-owned small businesses at  
8 least three percent.

9 And that's why we emphasize in the  
10 solicitation that we have you, as much as possible,  
11 look at how you can integrate small businesses or  
12 large businesses into your solicitation, and for small  
13 businesses to participate. And as you know, we have  
14 one contract from the solicitation that will be set  
15 aside for small business.

16 MR. FRETZ: I guess now we're finished with  
17 our formal presentations and getting, I guess, into  
18 the meatier aspects of this meeting, and Charles  
19 Willbanks and Kala Shankar will be going over some of  
20 the questions that you have provided ahead of time.  
21 And with that, I'll introduce Kala and Charles.

22 MR. WILLBANKS: As Don mentioned during his  
23 opening comments, the questions were divided in three  
24 areas. Technical, OCI, and business. And I'm going to  
25 go over the technical questions. These are the

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1 questions that were received through close of business  
2 on Friday. There's a group of ten here. I'll read  
3 these and you can cogitate what they mean - at the end  
4 of our session today, you can ask for clarifications.

5 First question: What are the typical  
6 expected task-scope, resource requirements and  
7 durations? What proportion of the tasks will be part  
8 of a long-term schedule permitting early notice of NRC  
9 reviewer resource needs versus short, several weeks or  
10 less, or reactive needs?

11 Answer: This is a task ordering contract,  
12 and as more information is determined, it will  
13 influence the number and duration of the task orders.  
14 In general, the task orders will be tied to the SRP  
15 sections requiring external review.

16 Question two: The skill matrix in  
17 attachment eleven, based on NUREG 0800, only grossly  
18 correlates to the skill listings of RFP section C.  
19 Clarify your expectations for the alignment of the  
20 section C candidates in the matrix.

21 Answer: Each task order will specify the  
22 expertise required to perform the review. The  
23 offeror's proposal should insure depth and breadth of  
24 resources that cover the skill sets and the technical  
25 areas in section five of the statement of work.

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1           Question three: For the labor categories  
2 specified under section L.9, level of effort, please  
3 clarify the differences between technical reviewers  
4 and subject matter experts. Subject matter experts,  
5 in general, will provide review of more complex  
6 issues. Technical reviewers will support more routine  
7 issues. Offerors will have to determine, based on  
8 their judgement, how the work will be divided between  
9 the labor categories.

10           Question: This question is related to the  
11 need for a contractor to provide wide-ranging  
12 technical and scientific staff. Can bidders identify  
13 specific tasks to the SOW and propose work only for  
14 that task and identify the skill sets needed only for  
15 that task, instead of a complete bid for all of the  
16 six listed tasks? No. Offerors should respond to all  
17 the full solicitation requirements.

18           Section C7.2 indicates that progress  
19 reports will be required every two weeks by email,  
20 while F3 requires one monthly. Which is correct?  
21 These are two separate reports. Section C7.2 refers  
22 to the task order progress report, and section F3  
23 refers to the contract progress report. Section 5.2A  
24 is the category engineering and technical disciplines,  
25 the same as category technical reviewers, indicated in

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1 section L.9. Engineering and technical disciplines,  
2 would encompass the majority of areas needed to be a  
3 technical reviewer.

4 Section 5.2B. Is the category specialized  
5 technical areas the same as category subject matter  
6 experts indicated in section L.9? These areas inter-  
7 relate with those listed in 5.2A. They may involve  
8 either subject matter experts or technical reviewers.  
9 Sections 5.2A and 5.2B are the disciplines and  
10 technical areas listed expected to cover all the  
11 scopes expected in the task orders? For example,  
12 quality assurance, security, waste management, and  
13 reactor maintenance are not listed. Should they be?  
14 The list is not all-inclusive. Section 5.2 is a list  
15 of identified areas at the time of RFP development.  
16 Task orders may potentially define additional  
17 requirements.

18 Section L15.D1, for demonstrating  
19 technical qualifications of staff, states that the  
20 offeror shall provide resumes and complete the skill  
21 sets matrix, attachment 11. The evaluation criteria  
22 in section M2 refers to the skill sets matrix and the  
23 NRC's program areas delineated in section C, paragraph  
24 5.2 of the statement of work. Most of the program  
25 areas are not included in the skill sets matrix. Do

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1 you expect the offerors to construct a second matrix  
2 to demonstrate qualifications in those program areas,  
3 or is the one skill sets matrix sufficient?

4 The skill sets matrix is primarily related  
5 to ESRP sections that may require review and the types  
6 of skills required. The areas delineated in section  
7 C5.2 are major areas of expertise that provide  
8 additional guidance to contractors for the technical  
9 requirements. No additional matrix is required.

10 Section L15.D3, project manager plan,  
11 discusses the organization's planned technical and  
12 management approach. Section M.2C, project management  
13 plan, focuses on the project plan and quality control  
14 plan. Can you clarify your desire to see a technical  
15 approach presented in the section, and if desired, the  
16 level of detail? The project management plan includes  
17 the technical and management approach, as well as the  
18 quality control panel. The offeror needs to determine  
19 the proper detail that best represents its strengths  
20 and capabilities.

21 MR. KING: Okay, we'll move on to some of  
22 the administrative type questions. The first three  
23 questions I have here are related. So that everyone  
24 knows that their question has been identified, I'll  
25 read all three, just so you know. Question one. An

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1 earned value management system is more typically  
2 applied to capital projects or large technical  
3 projects involving extensive PERT networks and Gantt  
4 chart schedules. It can be labor and cost-intensive  
5 with only marginal benefit to managers when applied to  
6 task order type activities. Can you describe the  
7 NRC's vision for its application to these contracts?  
8 Would an EEMS require eventual certification in all  
9 areas?

10 Question two: If the NRC were to require  
11 contractors to prepare an earned value management  
12 system plan to comply with the section H1, would the  
13 NRC issue a task order covering the preparation of the  
14 plan? And the last one is three, which is, section  
15 H.1C discusses the integrated baseline review. Can  
16 you elaborate on which particular management system  
17 tools or processes this review will focus and whether  
18 they will be done at the contract level or task level?

19 The answer to all three is that the  
20 solicitation has been amended to delete H152.34-4,  
21 earned value management system.

22 Questions four, five, six, and seven deal  
23 with security. First question, H.14, security. This  
24 section references attached form 187. Please provide  
25 the document. Question five, section H15, security

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1 requirements for access to classified matters or  
2 information, the requirement for contractor personnel  
3 to hold either a Q or L security clearance seems  
4 unnecessarily restrictive. Applicant personnel  
5 developing and submitting design information may not  
6 possess such clearances. Please define what types of  
7 classified matter or information will need to be  
8 accessed by the contractor. And please clarify what  
9 security provisions will apply to the contract.

10 Question six: With regard to RFP section  
11 H15, security requirements for access to classified  
12 matter or information, do security clearances need to  
13 be in place in order to qualify to submit a bid, or  
14 should the proposed personnel be eligible for security  
15 clearances and individual applications be processed at  
16 a later date, after contract award? Furthermore, does  
17 every individual involved in the proposal need to be  
18 eligible for clearance, irrespective of plan  
19 involvement and technical discipline.

20 And question seven: Section H17, security  
21 requirements and information technology approval.  
22 This section indicates that the NRC sponsoring office  
23 will make a determination of the level, if any, of IT  
24 approval required for all individual work and under  
25 this contract. How does NRC envision providing

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1 documents to the contract for review under the  
2 contract?

3 And the answer to all four of those  
4 questions are, the solicitation has been amended to  
5 delete all of those security provisions. Next  
6 question, section L.9. Level of effort. Does the NRC  
7 intend to obtain contracted technical support with  
8 respect to the MH1USAPWR design. And question nine is  
9 also similar. We are aware of ongoing pre-proposal  
10 activities for the Mitsubishi USAPWR, as well as the  
11 notice provided by TXU of its intent to submit a COLA  
12 based on this technology in late 2008. In support of  
13 this design, is the scope of this design included in  
14 the scope of the RFP. If so, please clarify the  
15 relevant sections of the document.

16 The MHUSAPWR design falls outside the  
17 scope of the solicitation. NRC will make a  
18 determination at a later date as to how to proceed  
19 with the requirement for the MH1USAPWR design. Next  
20 question, section L15E. Cost proposal instruction.  
21 Please confirm that Offerors have the option of  
22 submitting proposals for less than three design  
23 centers. Yes, the Offerors have the option of  
24 submitting for less than three design centers.

25 Question eleven. As an alternate to the

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1 proposed cost plus fixed fee structure described in  
2 the RFP, would NRC consider a fixed unit rate/GSA rate  
3 schedule approach? This would substantially reduce  
4 the administrative effort required. The answer is the  
5 NRC has determined that a cost reimbursement contract  
6 best fits this requirement. Therefore, GSA prices are  
7 not applicable. In addition, the successful bidder  
8 must have an approved accounting system for tracking  
9 of calls for reimbursement contracts.

10 Next question, section L.10 of the RFP  
11 meetings and travel, provides not to exceed travel  
12 costs per reactor design center per year. And it has  
13 several sub-questions. One is A) are the travel costs  
14 estimates listed in the RFP intended to be actual  
15 costs, or are the estimates to be inclusive of company  
16 burden rates? B) Is the \$1400 estimate listed in the  
17 RFP intended to be for round-trip airfare only, or  
18 should this be used as the total cost estimate per  
19 trip? C) Does the NRC expect a travel breakdown, such  
20 as number of trips, number of days per trip, airfare,  
21 per diem, etcetera, or can the offeror use the number  
22 listed in the RFP for each reactor design center as  
23 the ceiling for estimated travel costs?

24 Our response, the travel estimates in  
25 section L.10 is to provide a uniform assumption for

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1 the preparation of the cost proposal. The not-to-  
2 exceed amount stated in L.10 shall be used to  
3 represent total travel costs. Actual travel locations  
4 will be determined at the time of task order award.  
5 The selected contractor will submit a cost-proposal in  
6 response to task order requests for proposals, which  
7 would be evaluated by the NRC.

8 Response to question B, about the \$1400,  
9 that's the total cost per trip. In response to C, at  
10 this time, a breakdown is not necessary. See response  
11 to question 12A above. Use the figures shown in the  
12 RFP for each reactor design center as the ceiling for  
13 estimated travel costs. Note that the estimates  
14 provided in L.10 is the not-to-exceed travel costs for  
15 one year. As stated in that section, the Offerors are  
16 asked to assume travel cost is the same amounts for  
17 years two through five.

18 Next question, section L.19 presents the  
19 NRC's estimates for the total effort for the project  
20 by reactor type. For purposes of costing, should this  
21 level of effort be evenly distributed over the five-  
22 year period of performance. And we answer yes. Next  
23 question, in section L.15E, the next to last bullet  
24 instructs the Offerors to express the level of effort,  
25 data, and staff hours for each category and level of

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1 management, technical, and support staff personnel,  
2 presumably the categories of those specified in L.9.  
3 What are the levels? And the answer is lead engineer,  
4 senior engineer, and junior engineer.

5 MS. SHANKAR: Question fifteen, section  
6 L.15B states that the offeror must submit in two  
7 separate and distinct parts. However, there is a  
8 section C, written, technical, and management  
9 proposal. Are there in fact three parts to the  
10 offeror submittal? The answer is yes. The offerors  
11 shall submit their offers in three parts. Part one is  
12 a solicitation package/offer. Part two is a technical  
13 proposal, and part three is your cost.

14 Question sixteen. Would NRC consider  
15 granting an extension to the proposal due date until  
16 June 1, 2007? At the present time, a time extension  
17 to the proposal due date is not anticipated. Question  
18 seventeen. What should be the assumed contract start  
19 date for planning purposes? That would be August  
20 13<sup>th</sup>, 2007. Are small businesses allowed to submit  
21 their own proposal in addition to teaming with the  
22 prime contractor on their proposal? Yes, they can.

23 Question nineteen. How may a single  
24 person consulting company participate in the  
25 application review process? The answer to that, a

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1 single person consulting company may respond to the  
2 solicitation or consider pursuing  
3 subcontractor/consultant opportunities with larger  
4 companies. As Don mentioned earlier, we have posted  
5 the interested vendors list on Fed. Bus. Ops., so I  
6 would encourage you all to take a look at that to look  
7 for possible teaming opportunities.

8 Question twenty. If the offeror owns a  
9 small business but submitting a bid for any of the  
10 other non-small business set aside reactor design  
11 centers, then there are two questions, A and B. I'm  
12 going to read the question and the answer to that. Is  
13 there a need to prepare a small business  
14 subcontracting plan, even though it is stated on page  
15 L7 of the RFB that a small business participation  
16 narrative is not required. The answer to that, as  
17 stated in page L7 of the RFB, Offerors other than  
18 small businesses are required to provide a narrative  
19 discussion of their plan for utilization of all  
20 categories of small business. Part B to that  
21 question, how would a small business offering services  
22 for one of the non-small business set aside reactor  
23 design centers, that is, AP1000, EPR, and ESBWR, be  
24 evaluated for evaluation criteria D of section M2 of  
25 the RFB. The answer to that, all Offerors would be

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1 evaluated based on the composition of the team and  
2 percentage of work proposed to be performed by small  
3 businesses.

4 The next question. Are small businesses  
5 required to provide costing for all four centers, or  
6 can they choose to bid only on the set aside center?  
7 Yes, they can choose to bid only on the set aside  
8 center. It's entirely up to them whether they want to  
9 submit on just that or on all four. The next  
10 question, is a small business category to be one of  
11 the four vendors? Such a intention was indicated in  
12 the description dated April 4<sup>th</sup> at the Fed. Bus. Ops.  
13 Website - I assume they're referring here to the pre-  
14 solicitation notice - however, such was not mentioned  
15 in the RFP or related attachments. The answer to  
16 that, section L3 of the solicitation states that the  
17 ABWR design center has been set aside for small  
18 business.

19 Question twenty three. Section M. The  
20 worth of small business participation is designated as  
21 ten points. The point values of other evaluation  
22 factors have not been provided. Do you intend to  
23 provide that information? The answer to that, section  
24 M2, office of solicitation designates points for each  
25 of the stated evaluation criteria. Next question.

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1 NRC requires a single technical proposal, but will  
2 award full contracts, one corresponding to each design  
3 center. Please confirm that proposals will be  
4 evaluated against the criteria with respect to  
5 individual design centers. That is, the Offerors are  
6 not necessarily expected to describe the capabilities  
7 relative to all design.

8 The answer to that. The statement of work  
9 for all design centers are identical in nature, as is  
10 the nature of work expected to be performed under each  
11 of the four design centers. Proposals will be rated  
12 in accordance with the criteria stated in section M2.  
13 Offerors may include all pertinent information that  
14 applied to the stated evaluation criteria, but are not  
15 necessarily expected to describe the capabilities  
16 relative to each design.

17 The next question. Under section L.14 of  
18 the RFP, the NRC specifies the requirement to submit  
19 only one technical proposal, even if multiple reactor  
20 design centers are being proposed for consideration.  
21 If more than one reactor design center is being  
22 proposed - it's a two part question - part A, should  
23 the technical proposal cover page identify the  
24 specific reactor design centers. The answer to that,  
25 it's up to the offeror to determine whether or not to

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1 specify this information on the cover page. We don't  
2 require it. Part B, would the NRC prefer if one  
3 package containing a single technical proposal and  
4 multiple cost proposals, or two? Should the offeror  
5 provide a complete submittal package per each reactor  
6 design center, or one package containing a technical  
7 and multiple additional packages containing the cost  
8 proposals for various reactor design centers  
9 separately?

10 The answer to that, as stated in sections  
11 L.15D and L.15E, please provide one package containing  
12 a single technical proposal for multiple reactor  
13 design centers and multiple cost proposals. The next  
14 question, twenty six. Section L.15D2 prescribes  
15 attachment eight, which is a qualification statement,  
16 as the format for response. It imposes a time horizon  
17 of the past three years and constrains the response to  
18 contracts of similar size and scope. So the answer to  
19 that - and, well, there's one more part to that  
20 question, where they say, moreover, by restricting  
21 corporate experience to the past three years, it seems  
22 that you are unduly restricting competition. The  
23 answer to that, the solicitation will be amended to  
24 expand this to five years. If an offeror has  
25 corporate experience, projects have commenced before

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1 five years, whose performance carried over into the  
2 five years, this is acceptable to present as well.

3 And as I said, we will amend the  
4 solicitation to reflect this. The next question. For  
5 a team of companies, is attachment eight,  
6 qualification statement, meant to be submitted for the  
7 lead company or all companies on the team, including  
8 small businesses? The answer to that, this attachment  
9 must be filled out for all companies on the team. The  
10 last of the business questions, are there any  
11 provisions would preclude use of a qualified  
12 subcontractor that is located in Ontario, Canada? Are  
13 there any additional regulations that we should be  
14 aware of regarding use of a qualified consultant or  
15 subcontractor that's located in Canada?

16 The answer to that, there are currently no  
17 provisions that would preclude use of a qualified  
18 subcontractor located in Canada. With that, I turn it  
19 over to Robin Baum, who will go over questions  
20 pertaining to organizational conflicts of interest.  
21 Thank you.

22 MS. BAUM: Thank you, Kala, and good  
23 morning. Can everyone hear me adequately? I do not  
24 like microphones, it goes back to singing a song at  
25 age six. I just don't like them. If for some reason

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1 I should trail or you - just put a hand up and then  
2 I'll know to kind of refocus myself back toward the  
3 mic if I have for some reason stepped away. I'd like  
4 to say a few things to you regarding organizational  
5 conflict of interest before I answer the questions  
6 that have been submitted.

7 The NRC as a regulator is very concerned  
8 about organizational conflict of interest. Our  
9 responsibilities emanate from our enabling  
10 legislation, which is the Atomic Energy Act of 1954 as  
11 amended, section 170A is the organizational conflict  
12 of interest section. From that statute, we have  
13 implementing regulations, a number of which are  
14 included in the solicitation package that you all  
15 have. I'd like to re-emphasize to you if you haven't  
16 already paid close attention to it, within section H  
17 of your solicitation, H.3, I believe it is, is the  
18 organizational conflicts of interest clause, the terms  
19 of conditions of which an offeror and ultimately a  
20 successful contractor will have to abide by in terms  
21 of the terms and conditions.

22 Now, attachment ten to your solicitation  
23 also contains excerpts of NRC's organizational  
24 conflicts of interest, rules and regulations. The  
25 information in attachment ten is very important to you

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1 because it provides definitions. It provides  
2 guidance. It provides example situations to you of  
3 different scenarios for organizational conflict of  
4 interest. However, the examples are not all  
5 inclusive. I want to emphasize to you that conflict  
6 of interest determinations are not made routinely on  
7 any cookie cutter type of basis. They are all made on  
8 a case by case basis.

9           Within attachment ten, I'm going to read  
10 a particular paragraph to you that emphasizes the  
11 importance of what I just said. It's located on  
12 attachment ten, page one, within the scope of the  
13 policy. 2009.57D-1 of attachment ten, which is a part  
14 of NRC's Nuclear Regulatory Commission Acquisition  
15 Regulations - by the way, those are also found in  
16 48CFR part 2009. Contractor conflict of interest  
17 determinations cannot be made automatically or  
18 routinely. The application of sound judgement on  
19 virtually a case by case basis is necessary if the  
20 policy is to be applied to satisfy the overall public  
21 interest. It is not possible to prescribe, in  
22 advance, a specific method or set of criteria which  
23 would serve to identify and resolve all of the  
24 contractor conflict of interest situations that might  
25 arise.

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1           However, examples are provided in these  
2 regulations to guide application of this policy  
3 guidance. The ultimate test, if you will, is as  
4 follows. Might the contractor, if awarded the  
5 contract, be placed in a position where its judgement  
6 may be biased, or where it may have an unfair  
7 competitive advantage? So this emphasizes and  
8 highlights to you that the NRC looks at each  
9 situation, literally, on a case by case basis.

10           Before I get into the questions, I also  
11 want to emphasize to you that within section K of the  
12 solicitation, the representations and certifications,  
13 section K.5 is the contractor organizational conflict  
14 of interest representation that the contractor submits  
15 with its proposal. It starts out by saying, I  
16 represent to the best of my knowledge and belief, and  
17 it goes on to say, that the award to - and that would  
18 be the contractor submitting the proposal with this  
19 representation and certification - the award to blank  
20 of a contract or a modification of an existing  
21 contract, does or does not involve situations or  
22 relationships of the type set forth in 48CFR2009570-  
23 3B.

24           That reference that I just cited to you is  
25 within attachment A. And I have also placed the

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1 standards of that reference on a one page sheet of  
2 paper, which will be available to you to pick up from  
3 the front table at the conclusion of this conference.  
4 This one page piece of paper reiterates five  
5 situations in attachment ten. What is NRC  
6 considering, and what is K.5 asking the company to  
7 certify to? There's five little Roman numerals, again  
8 within attachment ten. Is the offeror or contractor,  
9 Roman numeral one, is the offeror or contractor  
10 providing advice and recommendations to the NRC in th  
11 same technical area where it is also providing  
12 consulting assistance to any organization regulated by  
13 NRC?

14 That's the first standard that we look at,  
15 same technical area. The technical areas are set  
16 forth in section five of the statement of work of your  
17 solicitation. The second area is what we call "same  
18 or similar matter." Is the offeror or contractor  
19 providing advice and recommendations to the NRC on the  
20 same or similar matter on which it is also providing  
21 assistance to any organization regulated by NRC? For  
22 example, a same or similar matter would be, and again,  
23 this is one example, a particular combined operating  
24 license application.

25 The third Roman numeral discusses review

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1 and evaluation of a contractor's own work. And it  
2 reads as follows: Where the offeror or contractor  
3 evaluates its own products or services, or has been  
4 substantially involved in the development or marketing  
5 of the products or services of another entity? The  
6 fourth Roman numeral standard reads as follows: Where  
7 the award of a contract would result in placing the  
8 offeror or contractor in a conflicting role, in which  
9 its judgement may be biased in relation to its work  
10 for the NRC. What I just read to you, subcategory  
11 Roman numeral small 4, is very broad. It could be a  
12 variety of conflicting roles that we look at on a case  
13 by case basis.

14 For example, it could involve some type of  
15 financial tie, if you will. Finally, and fifth, where  
16 the offeror or contractor solicits or performs work at  
17 an applicant or licensee site while performing work in  
18 the same technical area for NRC at the same site.  
19 Organizational conflict of interest problem there.  
20 Again, these five standards are set forth for you  
21 within attachment ten. And there will be a one page  
22 reproduction for you available at the front table if  
23 you would like to have the single page for easy  
24 reference.

25 One other thing before I answer the

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1 questions for you. Also within page ten are  
2 definitions. Within the definitions section, the  
3 third definition is the definition of contractor. And  
4 I urge you to look at that and read it very carefully.  
5 The NRC recognizes no firewalls between companies, its  
6 parents, its divisions, its subsidiaries.  
7 Specifically, the regulatory definition of contractor  
8 reads as follows: Contractor means any person, firm,  
9 unincorporated association, joint venture, co-sponsor,  
10 partnership, corporation, affiliates thereof, or their  
11 successors in interest, including their chief  
12 executives, directors, key personnel, proposed  
13 consultants, or subcontractors, which are a party to  
14 a contract with the NRC.

15 So I can't emphasize to you enough that  
16 the regulations and the agency looks at the term  
17 contractor as an umbrella, all-inclusive definition.  
18 With those few words, I will now answer the question  
19 that have come in to us in the organizational conflict  
20 of interest area.

21 Question one is a general question with  
22 four parts. I'm going to read you the general  
23 portion, give you the answer that applies to all four  
24 parts, and then I'll tell you what the four parts were  
25 that the person who submitted the question identified

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1 as sub parts. Question one: Section H.3, contractor  
2 organizational conflict of interest. If an offeror is  
3 supporting an applicant or vendor in another area,  
4 unrelated to new reactors, would that offeror be  
5 eligible to support NRC in reviewing the same  
6 company's DC, design center, combined operating  
7 license, or ESP application?

8 The answer, again, case by case basis.  
9 This would depend on a variety of circumstances, as  
10 these matters are not determined routinely or in any  
11 blanket fashion. The agency would consider factors  
12 such as the proposed nature of the commercial work,  
13 the dollar value of the proposed commercial work,  
14 potential for concurrent site work, even, perhaps,  
15 under section H.C4 of the solicitation - even if some  
16 of the work may be technically dissimilar going on at  
17 the same site, case by case basis for all of these  
18 determinations.

19 The four sub-scenarios that the person who  
20 submitted the question - read as follows: A) What if  
21 the offeror provides extensive support to applicant or  
22 a vendor in another nuclear-related matter? It would  
23 be the agency's case by case determination, depending  
24 on things that we look at, such as the proposed scope  
25 of work, dollar value of the proposed effort, period

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1 of performance, is it concurrent, is there concurrent  
2 site work, perhaps going to be ongoing? The second  
3 sub-scenario, what if the offeror provides or has  
4 provided a small amount of support to applicants or  
5 vendors in another nuclear-related matter? Again, I  
6 must emphasize to you the determination would be on a  
7 case by case basis, depending on the facts presented.

8 The third scenario, what if the offeror  
9 provides a small amount of support to the applicant or  
10 vendor in an area unrelated to nuclear power? Once  
11 again, it will be a case by case determination. What  
12 is a small amount of support? What is the area  
13 unrelated to nuclear power? We have to look at the  
14 facts and circumstances of what the proposed  
15 commercial work would be. And finally, the fourth  
16 scenario presented, what if the offeror subcontractor  
17 or consultant supports an applicant or vendor in  
18 another nuclear-related or non-nuclear matter? And  
19 again, I must point you to that all inclusive  
20 definition of contractor. Because it does include the  
21 contractors, subcontractors, and consultants. We do  
22 not recognize any firewalls under our regulations.

23 Question two: It was presented with an  
24 assumption. An offeror has already signed an  
25 agreement to provide combined operating license

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1 application services in support of a specific nuclear  
2 utility. The agreement is general, with specific  
3 scope to be established by future task orders. No  
4 task orders have been generated as yet. Would the NRC  
5 now agree that it is premature for it, the NRC, to  
6 make a ruling now, or have an opinion regarding a  
7 conflict of interest in this situation until each  
8 specific task order is issued? The answer is no, we  
9 would not agree that is premature at this time.

10 For example, if a utility is planning on  
11 a combined operating license application for a  
12 particular design. For example, the AP1000, then an  
13 offeror may not concurrently provide technical support  
14 services to NRC in connection with that AP1000 design  
15 center. And again, I must refer you to the one page  
16 that is sitting up here that is also within attachment  
17 ten to your solicitation. Same technical area, same  
18 or similar matter type issues.

19 Question three: Regarding section ten of  
20 the RFP. The offerors are required to provide names  
21 of former NRC employees who will be involved on any  
22 given task order. What criteria will the NRC utilize  
23 in determining whether such an intention constitutes  
24 a conflict of interest. Again, the RFP requests only  
25 the names. In any event, such information cannot be

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1 provided until specific task orders are generated. So  
2 does the NRC expect any response to this stipulation  
3 in the May 18<sup>th</sup> proposal submittals? The answer is  
4 that section L.16 of the solicitation requires resumes  
5 of proposed personnel to be submitted with your  
6 proposals. The criteria we will look at, are, again,  
7 same technical areas, same or similar matter, is there  
8 review of one's own work product?

9 The five Roman numeral items that you will  
10 find on the one page, reproduced again in attachment  
11 ten. We will look at those different things. Again,  
12 and in addition, federal government post employment  
13 restrictions, under Title 18USC207 will be looked at  
14 as well. If you're proposing former NRC employees who  
15 have retired from this agency, they are aware, but  
16 I'll emphasize here for you, that they need to be in  
17 touch with NRC's designated agency ethics official  
18 staff - which is Mr. John Szabo of OGC - for post-  
19 employment restriction considerations.

20 The next question, can you discuss or  
21 compare the technical merit of a business that  
22 exclusively accepts work from NRC versus businesses  
23 that have previously, currently, or plan to  
24 concurrently offer the same technical services to  
25 electric utilities or reactor vendors? And then

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1 there's another question in this regard as well. What  
2 would you look for in the proposal, whereby that  
3 business can advantageously present itself as free of  
4 COI issues, and/or burdensome waivers, if that  
5 business is committed to the work for sixty months,  
6 life of the contract, and will not be enticed away to  
7 richer commercial contracts? Which locations in the  
8 proposal should this information be placed to receive  
9 maximum point rating during evaluations?

10           Concerning all of this, we need to point  
11 out that it is up to the offeror to determine how it  
12 wishes to present itself in response to this  
13 solicitation. Current and/or planned work for  
14 electric utilities and reactor vendors may give rise  
15 to organizational conflicts of interest. The best  
16 advice I can give you is to carefully look at H.3, the  
17 conflict of interest clause in the solicitation, pay  
18 careful attention to everything within attachment ten.  
19 Which, again, is the guidance, the definitions, the  
20 examples. Once again, the five standards that are  
21 also within attachment ten, again, which I've  
22 summarized for you on the one page which is available  
23 at the front table.

24           Those are all the organizational conflict  
25 of interest questions that I have at this time. Have

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1 there been any others that have come in?

2 MR. FRETZ: I believe Kala has one more  
3 item before we move on.

4 MS. SHANKAR: I just wanted to remind  
5 everyone that I plan to issue an amendment which will  
6 have all of the Q and As posted on Fed. Bus. Ops., so  
7 you should be able to download that within the next  
8 day or two. Thanks.

9 MR. KING: At this time we would like to  
10 offer the floor for questions. We have microphones on  
11 both sides of the room.

12 MR. JUPITER: My name is Clyde Jupiter,  
13 with Jupiter Corporation. I believe I heard you  
14 correctly that in the cost proposal, that as the NRC  
15 estimate of hours required for the work, and I believe  
16 I heard you say that the NRC would consider a bidder  
17 using a smaller number of hours compared to the NRC  
18 estimate. If that's the case, then how do you compare  
19 the different bids?

20 MR. KING: Could we get you to write that?  
21 Have you written that down already? Okay, and we will  
22 respond to that one.

23 MR. ZEITOUN: My name is Abe Zeitoun from  
24 SC&A. In L2, there is a clause saying that the  
25 government may elect or award a single delivery.

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1 Order contract or task order contract award multiple  
2 delivery order. However, you know, let's go with this  
3 anyway. However, in the second one, L3, it says the  
4 government contemplates award a full task order  
5 contract. Can you elaborate on the difference between  
6 the two?

7 MS. SHANKAR: Well, what you see in L3 is  
8 what it is. We plan to award full contracts as a  
9 result of the solicitation. One of them is set aside  
10 for small businesses, and the other three are full and  
11 open. And a small business could come in and win one  
12 of those two, because it's full and open. Does that  
13 answer your question?

14 MR. ZEITOUN: Are you saying that there is  
15 a possibility that two contracts can go, one business  
16 and one large? Combining all the centers for the  
17 large businesses?

18 MS. SHANKAR: No, for each one of the  
19 design centers, we hope to award one contract.

20 MR. ZEITOUN: Okay.

21 MS. SHANKAR: So there'll be one award made  
22 for AP1000, one for ESBWR, one for ABWR, and so on and  
23 so forth.

24 MR. ZEITOUN: Okay, so -

25 MS. SHANKAR: One for each reactor design

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1 center. And the ABWR is the one that's set aside for  
2 a small business.

3 MR. ZEITOUN: I understand. Thanks.

4 MR. FRETZ: I think we're going to go ahead  
5 and take this time - we've got a number of questions  
6 that we have from the field. We're going to take  
7 maybe ab out a ten minute break. We'll reconvene in  
8 ten minutes. That'll give you a chance to stretch  
9 and it'll give us a chance to look over the questions  
10 and kind of provide a better answer. So we'll  
11 reconvene at about a couple minutes after eleven  
12 o'clock. Thanks.

13 (Whereupon, the above-entitled matter went  
14 off the record for several minutes).

15 MR. FRETZ: Okay, I want to thank everybody  
16 for submitting their questions. One of the things the  
17 - the staff has had a chance to sit down and take a  
18 look at some of these questions, and I believe what  
19 we've decided to do at this time is rather than give  
20 you a rather quick answer, what we would like to do is  
21 read the question for everyone's benefit. I think  
22 there are a couple we may answer, but we've elected to  
23 defer those questions for our amendment to the RFP.  
24 We'd like to take those questions back and carefully  
25 consider them. I believe there are a couple questions

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1 that we would like the person who submitted the  
2 question maybe to come up after the meeting.

3 We'd like to make sure we understand your  
4 question so we can answer it in the right way. I  
5 believe Kala and Don and Robin have questions they  
6 would like to go ahead and read out loud so everyone  
7 understands what the questions are, and then they can  
8 provide their comments one way or the other. Okay,  
9 thank you.

10 MS. SHANKAR: Okay, one of the questions  
11 was, will the PowerPoint presentation be available -  
12 the one that you just saw up here. Yes, we will post  
13 that when we amend the solicitation. We'll PDF that  
14 document and post it. The next question, how does the  
15 project officer, PM - I assume it's project manager -  
16 of this contract interface with the NRC's MS project  
17 PM efforts for the new reactors? The next question,  
18 regarding an improved accounting system for tracking,  
19 cost reimbursable expenses, by when does such a system  
20 need to be approved?

21 Next question, will the evaluation of a  
22 small business offer under evaluation factor D give  
23 more points if the offeror includes other categories  
24 of small businesses - example, HUBS owned - besides  
25 itself? The next one, will NRC allow a large business

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1 to subcontract to a small business for the set aside  
2 award? The questions that I'm about to read now, if  
3 whoever wrote those questions, if you could please  
4 come up and talk to me after I'm done, that would be  
5 very helpful, because I just want to make sure that I  
6 understood the question correctly.

7 The first one, the RFP calls for a step by  
8 step review process as opposed to the collaborative  
9 approach taken on the recent license renewal guidance  
10 document update. Which delivered more than the  
11 expected content ahead of a very tight schedule? Why?  
12 What are the OCR reporting requirements? The next one  
13 - it's a cost-proposal question. If the NRC accepts  
14 bids for laborers that are less than the NRC estimated  
15 hours, how will the bids be compared? Next one. NRC  
16 has spent years preparing for new reactor applications  
17 and has staffed the entire Office of New Reactors with  
18 many technical branches and full time staff. The RFP  
19 calls for the contractor to have largely parallel  
20 capabilities that will be tapped through scores of  
21 task orders. Does the NRC envision issuing one or  
22 more initial task orders to establish the special  
23 management systems and management infrastructure that  
24 would be used to support scores or hundreds of task  
25 orders?

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1                   Next one. What numbers of task orders are  
2 expected to be issued per year? And has the  
3 percentage of small business participation been  
4 factored into this procurement? It seems that the  
5 small business goals can greatly increase the cost and  
6 extend the performance time frames. There's one more  
7 question on the same card. How does the RFP address  
8 subs and consultants bidding under multiple prime  
9 contractors? The concern is that multiple awards  
10 involving the same subcontractors could overwhelm the  
11 combined resources of all involved. That is, is  
12 subcontractor/consultant exclusivity required?

13                   L2 and L3 need to be explained. L2 states  
14 that the government could award a single delivery,  
15 while L3 contemplates award of four task ordering  
16 contracts. Which one is correct? Also, can one  
17 company be awarded more than one contract? Thank you.  
18 Are there any more cards?

19                   MR. KING: Okay, we're just about finished  
20 up, and I just want to re-emphasize one more date that  
21 Kala mentioned earlier. We're projecting our award  
22 date August 13<sup>th</sup> of '07. Keep in mind that that's  
23 around that time period. Should we have some issues  
24 that we have to deal with, it may not be exactly on  
25 the 13<sup>th</sup>, but that's our goal, is to shoot for the

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1 13<sup>th</sup>. Okay, if there's no more questions, Robin?

2 MS. BAUM: Hello again. Back to  
3 organizational conflict of interest. Question. You  
4 stated as an example that an offeror helping a utility  
5 provide a combined operating license application for  
6 an AP1000 cannot support NRC in connection with that  
7 AP1000 design. Could the same company support NRC in  
8 connection with another design? The answer to that is  
9 that it depends on what work that company is otherwise  
10 performing. The answer would be yes, the same company  
11 could support NRC in connection with another design,  
12 provided that that offeror is not helping a utility  
13 prepare a combined operating license application for  
14 that same design.

15 We get into same technical area, same or  
16 similar matter issues with regard to this particular  
17 question. I realize that all of the material, the  
18 reading material in section H.3 and attachment ten can  
19 be quite onerous, but I urge you to set aside some  
20 time, put attachment ten next to section H.3 and read  
21 those sections very carefully. Another question that  
22 came was, what are the organizational conflict of  
23 interest reporting requirements? Those are found in  
24 section H.3 of your solicitation, which will  
25 ultimately find itself verbatim into any contract

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1 award.

2 Section H.3, subsection C, presents all  
3 the requirements for work for others, meaning work for  
4 other entities, otherwise than NRC. And section D is  
5 called disclosure after award. The contractor has  
6 continuing disclosure obligations after award of a  
7 contract, as well as disclosure obligations during the  
8 contract. In subsection C of H.3, the work for others  
9 section, when you read it, you will see that it says,  
10 if the contractor has reason to believe with respect  
11 to itself or any employee that any proposed consultant  
12 or other contractual arrangement with any firm or  
13 organization may involve a potential conflict of  
14 interest, the contract shall obtain the written  
15 approval of the contracting officer before the  
16 execution of such contractual arrangement.

17 That is one example of a reporting  
18 requirement. Other reporting requirements are  
19 contained in that same section, H.3, of your  
20 solicitation, subsection D, disclosure after award.  
21 Yes, an offeror will sign the section K.5  
22 certification that I mentioned to you earlier, which  
23 represents that the offeror does not have any of the  
24 five scenarios on this one page. Please don't forget  
25 it from the front table if you wish to have it before

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1 you leave. But in addition to that, the obligation  
2 continues after award. Again, those obligations are  
3 referenced in subsection D of H.3, contractor  
4 organizational conflicts of interest of your  
5 solicitation.

6 In addition to the contractor warranting,  
7 to the best of its knowledge and belief, when it  
8 proposes that it does not have any conflict of  
9 interest relationships, subsection two of that section  
10 D emphasizes that the contractor agrees that if, after  
11 award, it discovers organizational conflicts of  
12 interest with respects to the contract, it will make  
13 an immediate and full disclosure, in writing, to the  
14 contracting officer. This statement must include a  
15 description of the action, which the contractor has  
16 taken or proposes to take to avoid or mitigate the  
17 conflict. When such disclosure is made regarding a  
18 potential piece of work that the contractor is going  
19 to propose to enter into commercially, need to  
20 disclose to the contracting officer the nature of that  
21 work, the dollar value of that work, the period of  
22 performance. All of those particulars, so that the  
23 the contracting officer can make a determination  
24 whether or not it conflicts with the statement of work  
25 in the NRC contract or, if it's done much earlier in

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1 time, the solicitation.

2 Right now we're still in the solicitation  
3 phase. Please read section H.3 carefully, in its  
4 entirety. Please read everything in attachment ten,  
5 which gives you the definitions, the policy guidance,  
6 and at least nine or ten question and answer examples  
7 that are not inclusive of every conflict of interest  
8 situation that may arise, but certainly those are nine  
9 or ten situations for which guidance is presented,  
10 because those types of questions come up very often.

11 MR. BAIONE: Hi Robin. I'm Al Baione with  
12 Perot Systems. With regard to the reporting  
13 requirements, how do they flow down to subcontractors  
14 under a prime?

15 MS. BAUM: Well, they - the subcontractors  
16 are expected to disclose to the prime contractor what  
17 it is doing in the same technical areas, same or  
18 similar matter, where there may be any of the  
19 situations presented on this one piece of paper.  
20 Again, the word contractor is viewed as an umbrella.  
21 It includes all the subs, it includes all the  
22 consultants, so there is the obligation there on the  
23 part of the subcontractor as well as the contractor.  
24 Did I answer the question for you?

25 MR. KING: Thank you, Robin. Okay, that

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1 concludes our pre-proposal conference for today. And  
2 don't forget that if you had a question that Kala  
3 mentioned, please come up and talk with her about it.  
4 Thank you very much.

5 MR. FRETZ: I have one housekeeping item.  
6 I know many expressed a desire to get a copy of the  
7 attendance list. We're in the process of - we have  
8 fifteen copies right now. We're getting more copies  
9 made. They should be available shortly. So if we  
10 maybe have one representative from each company maybe  
11 take one. I have fifteen to start out with. If you  
12 maybe just stand by for a few minutes and we'll have  
13 additional copies available.

14 As I say, we're coming with about another  
15 fifty copies, so they should be here shortly.

16 (Whereupon, the above-entitled matter was  
17 concluded at 11:22 a.m.)

18

19

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25



# **Pre-Proposal Conference**

## **May 1, 2007**

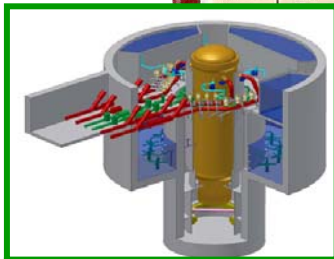
Technical Assistance in Support of  
Design Certification, Early Site Permit, Combined  
License, Environmental, and Pre-Application  
Activities Related to New Reactor License  
Applications

Office of Administration, Division of Contracts  
Office of New Reactors, Division of New Reactor Licensing

# Agenda

- Introductions
- Remarks by the Director, NRO
- Background Information
  - ⊕ Overview of 10 CFR Part 52
  - ⊕ Design-Centered Review Approach
- Comments on Small Businesses
- Questions and Answers

# Potential New Reactor Licensing Applicants



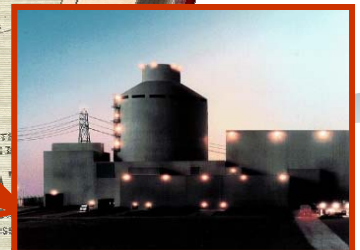
**ESBWR**  
 Dominion  
 Entergy  
 NuStart



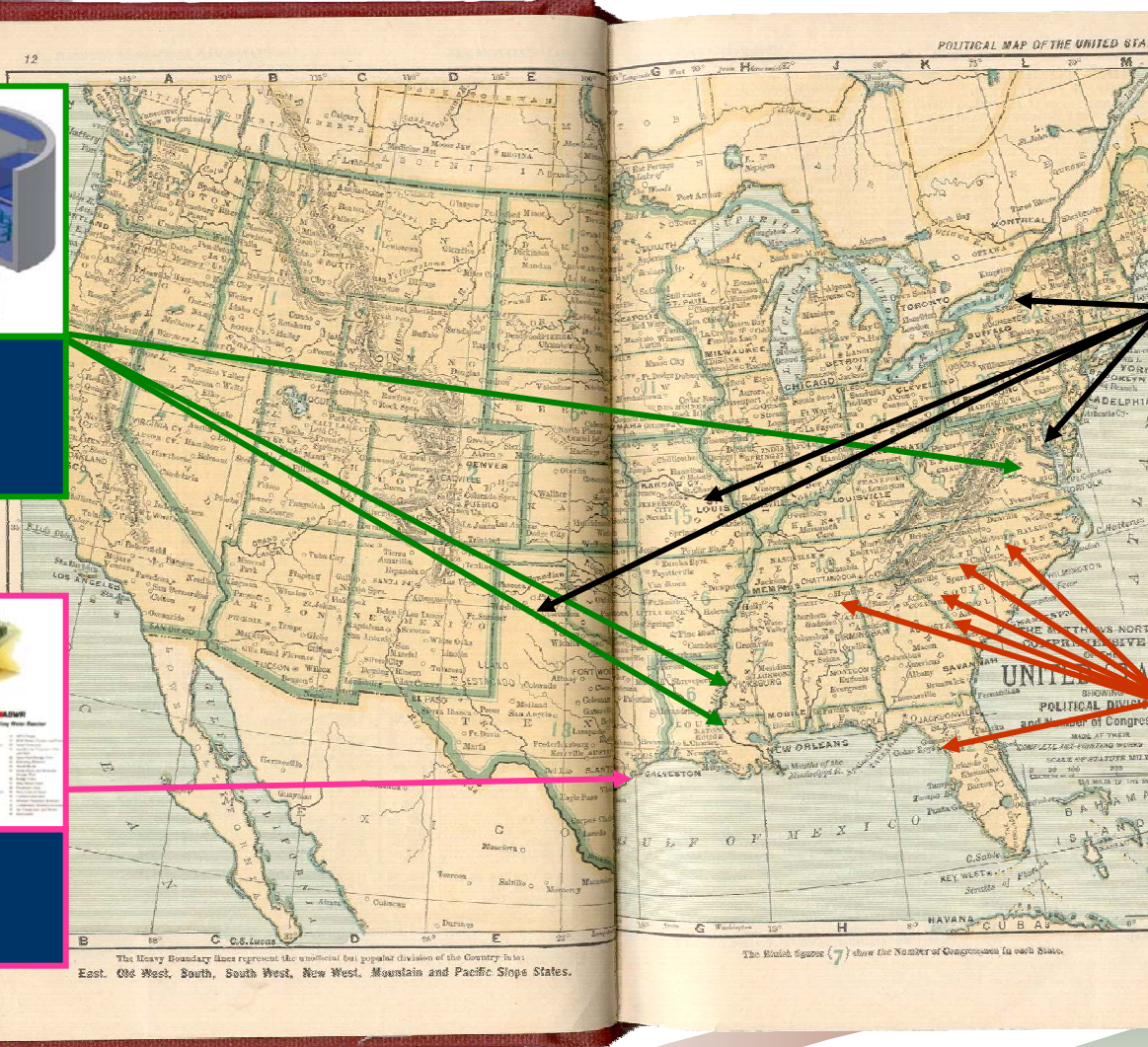
**ABWR**  
 NRG Energy



**EPR**  
 Amarillo Power  
 Ameren UE  
 UNISTAR



**AP1000**  
 Duke  
 NuStart  
 Progress  
 S.C. Electric & Gas  
 Southern Co.





# New Construction

- Nuclear plants will be built more rapidly than their predecessors
- Detailed engineering essentially complete by start of construction
- Modular construction techniques may be used
- Fabrication of components may begin before COL issuance
- Components and modules may be fabricated in other countries
- Site preparation work may be performed

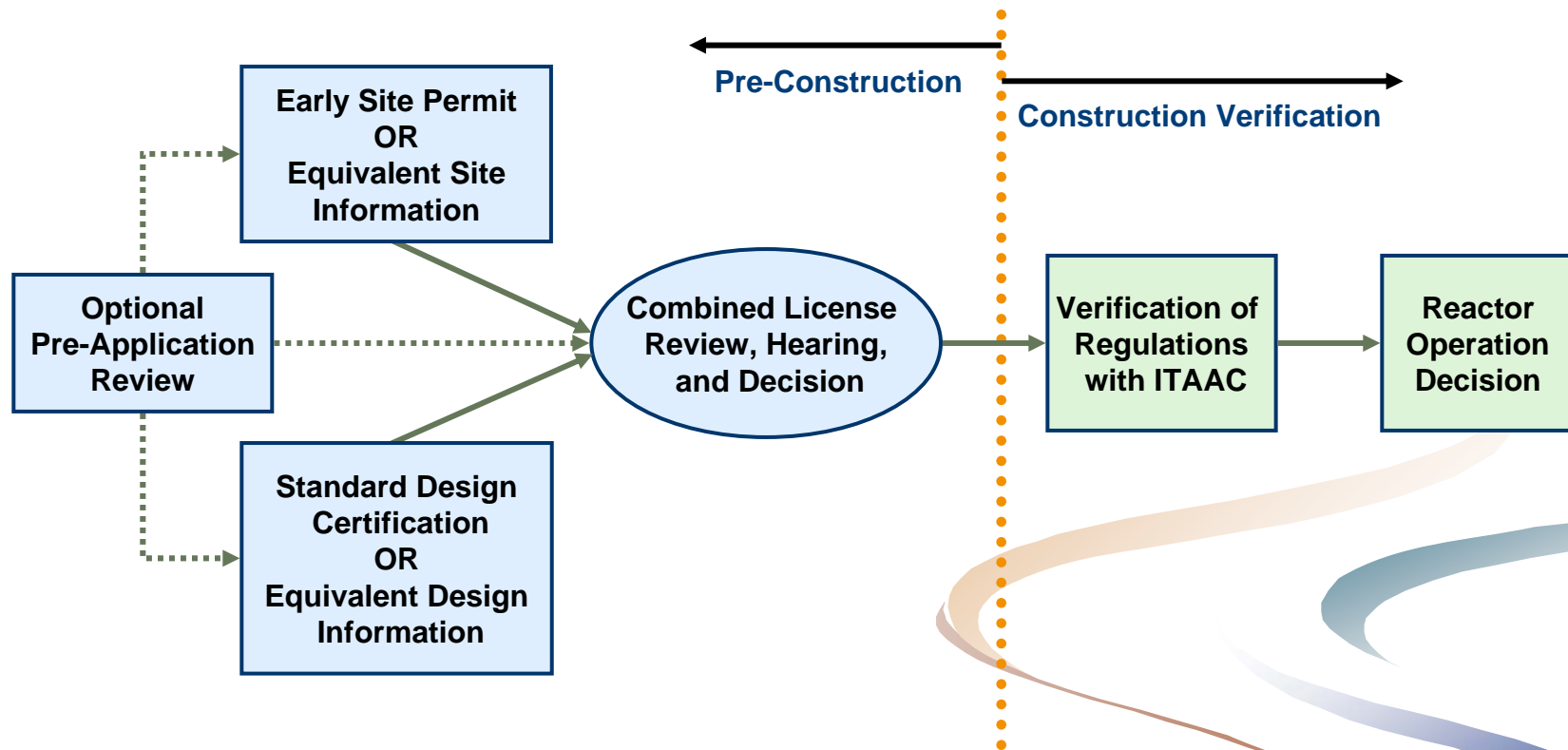
# Required Reviews For Licensing

- Applicant Qualifications
- Design Acceptability
- Environmental Impacts
- Operational Programs
- Site Safety
- Verification w/ITAAC

# Part 52 Licensing Processes

- Processes involve:
  - ⊕ Early Site Permit (ESP)
  - ⊕ Design Certification (DC)
  - ⊕ Combined License (COL)
  - ⊕ *Standard Design Approval*
  - ⊕ *Manufacturing License (ML)*
- Provide a more predictable licensing process
- Resolve safety and environmental issues before authorizing construction
- Provide for timely & meaningful public participation
- Encourage standardization of nuclear plant designs
- Reduce financial risk to licensees

# Part 52 - Fitting the Pieces Together



- Licensing decisions finalized before major construction begins
- Inspections w/ITAAC to verify construction
- Limited work may be authorized before COL issuance

# Strategies

- Ensure Safety and Quality
- Maximize Standardization of Submittals and Reviews
- Expand NRC Capabilities
  - ⊕ Staff Recruiting/Retention (Dedicated)
  - ⊕ Acquire Technical Assistance
- Optimize Review Process
  - ⊕ Detailed Planning and Scheduling
  - ⊕ Disciplined Execution and Focus
  - ⊕ Subsequent reviews rely upon earlier work

# One Decision – Multiple Applications



*Similar approach used on site reviews (environmental and safety)*