

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 23

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER MAY 15 2008		2. CONTRACT NO. (If any) GS23F0011L		6. SHIP TO:	
3. ORDER NO. DR-03-06-037		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. NRC0306037	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino, (301) 415-6714 Mail Stop T-7-I-2 Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Bernard Grenier	
				b. STREET ADDRESS Mail Stop: 09-E3 11555 Rockville Pike	
				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852	
7. TO:				i. SHIP VIA	
a. NAME OF CONTRACTOR BATTELLE MEMORIAL INSTITUTE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 505 KING AVE				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY COLUMBUS		e. STATE OH		f. ZIP CODE 432012693	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 620-15-111-113 Job Code: J-3280 BOC: 252A Appr. No. 31X0200.620 Obligate: \$96,700 Contractor DUNS# 007901598				10. REQUISITIONING OFFICE NRR	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT N/A	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The U.S. Nuclear Regulatory Commission (NRC) hereby issues this Delivery Order entitled, "Assessment of Post LOCA Debris on ECCS Component Performance" to Battelle Memorial Institute, per the attached Statement of Work and additional and conditions not specified under the GSA Federal Supply Schedule GS-23F-0011L contract.					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$96,700.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2 T-7-I-2 DAK						\$96,700.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-03-06-037)							
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555				

22. UNITED STATES OF AMERICA
BY (Signature)

Donald A. King

23. NAME (Typed)
Donald A. King
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR RELEASE BY **ADMO01**
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

ADMO02 (REV. 3/2005)
FAR 48 CFR 53.213(e)

SUMMARY OF COST

TASK 1 LITERATURE SURVEY AND TECHNICAL LETTER REPORT

Labor Category	Rate \$	Estimated Hours	Dollars
PES Manager IV			5,309.00
PES Manager III			0.00
PES Engineer V			1,860.00
PES Engineer III			4,070.00
PES Functional Specialist			0.00
PES Administrative Assistant II			0.00
PES Administrative Assistant I			142.00
Subtotal			11,381.00

TASK 2 TECHNICAL LETTER REPORT ON POSSIBLE FAILURE MECHANISMS

Labor Category	Rate \$	Estimated Hours	Dollars
PES Manager IV			13,273.00
PES Manager III		0	0.00
PES Engineer V			7,441.00
PES Engineer III			5,427.00
PES Functional Specialist		0	0.00
PES Administrative Assistant II		0	0.00
PES Administrative Assistant I		0	0.00
Subtotal			26,141.00

TASK 3 TECHNICAL LETTER REPORT ON VALIDITY AND AREAS NEEDING CLARIFICATION IN WCAP-16406

Labor Category	Rate \$	Estimated Hours	Dollars
PES Manager IV			17,254.00
PES Manager III			424.00
PES Engineer V			13,952.00
PES Engineer III			9,498.00
PES Functional Specialist			415.00
PES Administrative Assistant II			342.00

PES Administrative Assistant I			71.00
Subtotal			41,956.00

TASK 4 TECHNICAL LETTER REPORT ON REVIEW AND EVALUATION OF WESTINGHOUSE RESPONSES

Labor Category	Rate \$	Estimated Hours	Dollars
PES Manager IV			1,858.00
PES Manager III			212.00
PES Engineer V			1,302.00
PES Engineer III			814.00
PES Functional Specialist			0.00
PES Administrative Assistant II			0.00
PES Administrative Assistant I			142.00
Subtotal			4,328.00

TASK 5 TECHNICAL LETTER REPORT ON TASK 1-4 RESULTS

Labor Category	Rate \$	Estimated Hours	Dollars
PES Manager IV			6,636.00
PES Manager III			424.00
PES Engineer V			2,232.00
PES Engineer III			2,442.00
PES Functional Specialist			0.00
PES Administrative Assistant II			0.00
PES Administrative Assistant I			283.00
Subtotal			12,017.00

OPEN MARKET ITEMS:

Open Market Item	Subtotal	G&A @	COFC @	Total \$
Literature Search (2 hours x .75 minute)				108.00
Database Vendor Price				603.00
Four Documents @ \$24.25 each				117.00
Six Technical Articles @ \$7.75 each				56.00
TOTAL				884.00

SCHEDULE OF DELIVERABLES

Deliverable	Deliverable Title	Required Date
1	Literature Survey and Technical Letter Report	Two weeks after authorization of work.
2	Technical Letter Report on Possible Failure Mechanisms	Four weeks after completion of Task 1.
3	Technical Letter Report on Validity and Areas Needing Clarification in WCAP-16406	Four weeks after completion of Task 2.
4	Technical Letter Report on Review and Evaluation of Westinghouse Responses	Two weeks after receipt of Westinghouse response; or, last phone call with WOG, as noted and confirmed by the Technical Monitor
5	Technical Letter Report on Task 1-4 Results	See Work Statement for complete breakdown

STATEMENT OF WORK**1) BACKGROUND**

As part of resolving Generic Safety Issue 191, (GSI-191), the NRC issued Generic Letter (GL) 2004-02. The GL requires that licensees review their Emergency Core Cooling Systems (ECCS) and associated components to determine their ability to operate and perform their safety-related functions in a post-LOCA (loss of coolant accident) environment. The post-LOCA, ECCS recirculation sump fluid may contain containment materials, such as coating materials, thermal insulation, dust/dirt/rust, concrete/silica and other latent debris which can potentially degrade the ECCS and its associated components to the point where they may not be able to function as intended. In response to this concern, a number of licensees collaborated to produce WCAP-16406, "Evaluation of Downstream Sump Debris Effects in Support of GSI-191," dated June 2005. In the September 2005 licensee responses to GL 2004-002, many licensees indicated that they may use selected portions of the WCAP to assess their ECCS and components. The WCAP may also be used by licensees in their formulation of their conclusions regarding the resolution of GSI-191. The WCAP includes system and auxiliary equipment evaluations of the effects of post-LOCA debris on system and component operation.

The NRC public website contains additional relevant information on GSI-191 and GL 2004-02:
<http://www.nrc.gov/reactors/operating/ops-experience/pwr-sump-performance.html>

2) OBJECTIVE

The objective of this contract is to obtain the technical expertise from Battelle Memorial Institute to assist the staff in evaluating the performance effects of post-LOCA fluid on ECCS equipment and components downstream of the containment sump strainers as they relate to GSI-191 and as presented in WCAP-16406.

3) WORK REQUIREMENTS AND SCHEDULE**Tasks****Scheduled Completion**

- | | |
|--|---|
| <p>1. The Contractor shall perform a literature survey to identify technical information (i.e. research, tests, experiments, experience or commentary) in the open literature that will form the foundation for evaluation of WCAP-16406 and of the effects of post-LOCA fluids on an ECCS and components. The Contractor shall prepare a technical letter report.</p> | <p>Two weeks after authorization of work.</p> |
| <p>2. Based on the information and data obtained in Task 1, the Contractor shall formulate possible failure mechanisms and/or develop methodologies to assess the failure mechanisms (e.g. erosion, abrasion, plugging, blockage) caused by particulate, fibers, and other potential debris interacting with ECCS components.
 The Contractor shall perform the following evaluations:</p> <ul style="list-style-type: none"> • estimate erosion or wear of pump impeller which may result in bearing failure; • estimate abrasion of pump bearings by particles causing "three-body" action in bearings; • estimate blockage of lubricating water flow to the hydrostatic pump bearings. | <p>Four weeks after completion of Task 1.</p> |

The Contractor shall prepare a technical letter report.

3. Based on the results obtained from Task 2 and using best engineering judgment, excluding Chapter 9, "Reactor Internals and Fuel Blockage Evaluation Method," the Contractor shall review the WCAP-16406 report to assess the validity of the methods, recommendations and conclusions used by Westinghouse to address ECCS component wear and blockage issues as they relate to the information requested by GL 2004-02. The review shall include but not be limited to the following considerations:

Four weeks after completion of Task 2.

- Estimation of the wear and erosion rates based on an assumed ingested particle size which passed through the sump screen and hardness relative to the ECCS equipment parts using existing wear data for materials present in post-LOCA PWR and BWR systems.
- Estimation of the wear/erosion and blockage rates which would allow operation of the ECCS system components (e.g. pumps, valves, etc.) without failure for the required time.

The Contractor shall identify deficiencies and areas needing clarification or improvements in the conclusions or the assessment methodologies used in WCAP-16406. The Contractor shall prepare a technical letter report.

4. The Contractor shall review and evaluate Westinghouse responses to the comments generated in Task 3. The Contractor shall participate in conference calls with the Westinghouse Owners Group, as necessary, as to clarify the understanding of the responses. The Contractor shall prepare a technical letter report.

Two weeks after receipt of Westinghouse response; or, last phone call with WOG, noted and confirmed by the Technical Monitor.

5. Based on the results of the work performed in Tasks 1 through 4, the Contractor shall prepare a technical letter report.

a. Draft

Two weeks after the completion of Task 4.

- b. Assess any additional information that may be provided, incorporate NRC comments and submit the final report.

One week after receipt of any additional information and NRC comments.

- c. Incorporate NRC comments and submit the final report.

One week after receipt of NRC comments.

4) DELIVERABLES

a) Technical Reporting Requirements

NOTE: All reports are to be submitted electronically using WordPerfect 10.0 (Font Arial regular 11 point) or compatible software program to the Technical Monitor with a copy provided to the Project Officer. In all

correspondence, include the following information: Contract number, the JCN No., the TAC No., and NRC organization: Component Performance and Testing Branch, DCI, NRR.

- I. At the completion of Task 1, the Contractor shall submit a technical letter report that contains a list of technical references including exact title, organization and date. The Contractor shall provide a hard copy or PDF version of references and referenced material not readily available in the public domain.
- II. At the completion of Task 2, the Contractor shall submit a technical letter report that contains a compilation and review of potential ECCS failure mechanisms including estimates of, or a methodology to estimate, erosion or wear of pump impeller which may result in bearing failure; estimates of, or a methodology to estimate, abrasion of pump bearings by particles causing "three-body" action in bearings, and an estimate of, or a methodology to estimate, blockage of lubricating water flow to the hydrostatic pump bearings.
- III. At the completion of Task 3, the Contractor shall submit a technical letter report that contains a discussion of the deficiencies identified and recommendations for improvements in the procedures or the assessment methodology used in WCAP-16406.
- IV. At the completion of Task 4, the Contractor shall submit a technical letter report that contains a discussion of the evaluation of each response from the Westinghouse Owners Group.
- V. At the completion of Task 5, the Contractor shall submit a technical letter report, drafts and final as appropriate, that contains the results of the review completed in Task 1 thru 4. Specifically, the report shall include:
 - a summary of the technical information review of publicly available information that may be used to evaluate licensee submittals, a description of significant analysis assumptions, approaches and/ methodologies, and a summary of principal finding, results and recommendations;
 - documentation of the evaluation of the ECCS component wear and blockage assessment, as discussed in WCAP-16406 and the Westinghouse responses to comments in Task 3. The report must clearly identify any unresolved issues in **bold type** at the appropriate text location for which further information/discussion will be needed (e.g., open and unresolved items) and which clearly articulates the bases for the need for further information or discussion.

Outline and additional guidance for preparation of the technical letter report:

Introduction

Include a brief general discussion of the subject of the report and work performed.

Evaluation

Assessment of Downstream Effects of Post LOCA Debris on ECCS Component Performance

1. Background:

Summarize the GSI-191 concern pertaining to downstream effects and the evaluation of downstream effects contained in WCAP-16406, "Evaluation of Downstream Sump Debris Effects in Support of GSI-191", dated June 2005..

2. Failure Mechanisms:

Describe possible failure mechanisms caused by particulate, fibers, and other potential debris absorbed by ECCS System components. For example, important ECCS pump considerations include:

- Estimate erosion or wear of pump impeller which results in bearing failure
- Estimate abrasion of pump bearings by particles causing "three-body" action in bearings.
- Estimate blockage of lubricating water flow to the hydrostatic pump bearings.

3. Wear and Erosion Rates:

Estimate wear and erosion rates based on an assumed ingested particle size which passed through the sump screen and hardness relative to the ECCS equipment parts using existing wear data for materials present in post-LOCA PWR and BWR systems.

4. Operability Assessment:

Estimate the wear/erosion and blockage rates which would allow operation of the ECCS system components (e.g. pump, valves, etc.) without failure for the required time.

5. Review of WCAP-16406:

Review of relevant portions of WOG Report WCAP-16406 related to ECCS component wear and blockage issues, as they relate to the information requested in GL 2004-02. Address the acceptability of Westinghouse response to contractor comments.

Conclusion

Summarize the conclusion from the results of the evaluation of the downstream effects to determine the acceptability of the WCAP16406 in resolving GL 2004-02 relevant to downstream effects. Include a discussion of any deficiencies in the report and open or unresolved items that require additional information or further review. Include a description of significant analysis assumptions, approaches and/ methodologies, and a summary of principal finding, results and recommendations.

References

Identify all publicly available references used in the evaluation report, including the title of the reference, organization and date.

b) Monthly Business Letter Report

The Contractor shall submit a monthly business letter report (MBLR) by the 15th of each month. The Monthly Business Letter Report will include sections as stated below.

I. WORK PROGRESS STATUS

1.a. Task Order Identification Information

- The Job Code Number (JCN) and title
- The principal investigator and telephone number
- The NRC Project Officer and telephone number
- The NRC Technical Monitor and telephone number

1.b. Financial Summary

- The authorized ceiling amount for the purchase order
- The total amount of funds obligated
- The total cost for the period, fiscal year to date and cumulative to date
- Percent of funds expended against obligated funds

2. Schedule/Milestone Information in the following format:

<u>Tasks</u>	<u>Planned Completion Date</u>	<u>Revised Completion Date</u>	<u>Actual Date</u>
Provide a <u>brief</u> summary	The day, month and year scheduled for com-	The revised day, month and year based on a change.	The day, month and year <u>all</u>

of the work; include any report or travel.

pletion, or time-frame if a date is not known or projected.

The reason for the change must be given in the "Problem/Resolution" section below.

of the work is actually completed.

3. Work Performed During the Period

A description of the work performed and accomplished commensurate with the amount of funds expended; i.e., the description should provide the reader with sufficient explanation of the work to justify the amount of expenditures.

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

4. Problem/Resolution

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

5. Plans for Next Period

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

II. FINANCIAL STATUS

1. The Contractor shall provide the total direct staff use (including subcontractor hours) and the amount of funds expended (costed) during the period and total cumulative year to date in the following categories for each task order:

	<u>Current Month</u>	<u>Fiscal Year to Date</u>	<u>Total To Date</u>
a. <u>Direct Labor (hours)</u>			
(1) Management	XX XX	XX	XX
(2) Technical	XX XX	XX	XX
(3) Support	XX XX	XX	XX
Subtotal	XX XX	XX	XX
Contractor hours	XX	XX	XX

Total Hours	_____	_____	_____
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b. CostsLabor Costs

(1) Direct Labor Costs	XXXX	XX	XX
(2) Indirect Labor Costs	XXXX	XX	XX
Subtotal	XXXX	XX	_____

Other Direct Costs

(1) Subcontractor/Consultant Cost	XXXX	XX	XX
(2) Material and Services Costs	XXXX	XX	XX
(3) Computer Usage Costs	XXXX	XX	XX
(4) Travel			
(a) Domestic	XXXX	XX	XX
(b) Foreign	XXXX	XX	XX

Total Travel	XXXX	XX	XX
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Subtotal Other Direct Costs	XXXX	XX	XX
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<u>G&A Costs</u>	XXXX	XX	XX
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<u>Profit</u> XX	XX	XX	XX
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Total Reimbursable Costs	XX	XX	XX
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6) NRC FURNISHED MATERIAL

A copy of Report WCAP-16406-P dated June 2005 will be sent to the contractor upon award of the contract.

NOTE: This document contains proprietary information and they must be safeguarded against unauthorized disclosure. After completion of work, the documents should either be destroyed or returned to NRC. If they are destroyed, please confirm this in an E-mail to the Technical Monitor with a copy to the Project Officer and include the date and manner in which the document was destroyed.

7) LICENSE FEE RECOVERY

The work specified in this SOW is not license fee recoverable.

8) ASSUMPTIONS AND UNDERSTANDINGS

It is understood that WCAP-16406 Chapters 1, 2, and 4 and Appendices A, B, C, D, and G are for background reference only and not for analysis.

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$96,700.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$96,700.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.2 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on May 22, 2006 and will expire September 22, 2006.

A.3 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Bernard L. Grenier
Address: U.S. Nuclear Regulatory Commission
Mail Stop: O9-E3
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: (301) 415-2726

(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.â€œ□

(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.

A.4 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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

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

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer 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.

.5 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.

A.6 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.

A.7 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.

A.8 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect

costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

l) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of all invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

A.9 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this GSA FSS will be Fixed-Priced Task Orders. However, on occasion Labor Hour Task Orders may be issued. This section applies to such orders only.

b. The GSA FSS holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the GSA FSS holder shall use in the performance of the contract, the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the GSA FSS holder to determine the optimum labor mix for the order the GSA FSS holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual task by no more than 15%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The GSA FSS holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of GSA FSS holder-Incurred Training Costs in Support of Mission-Unique Requirements. GSA FSS holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the GSA FSS holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the GSA FSS holder may directly charge the Delivery order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the GSA FSS holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the GSA FSS holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the

performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

A.10 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.11 Other Applicable Clauses

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract

A.12 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.

A.13 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.

(End of Clause)