

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 8 PAGES

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

BPA NO.

1. DATE OF ORDER <b>8/22/12</b>		2. CONTRACT NO. (if any) NRC-03-08-071		3. SHIP TO:	
3. ORDER NO. NRC-T018		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. NRR-12-197; 122586 NRR-12-219; 122921	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-492-3639 Mail Stop: TWS-01-B10M Washington, DC 20555				6. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
				7. STREET ADDRESS Attn: Tamera Williams Mail Stop: 013-B19 11555 Rockville Pike	
8. CITY Rockville		9. STATE MD		10. ZIP CODE 20852	
7. TO:				11. SHIP VIA	
12. NAME OF CONTRACTOR BECKMAN & ASSOCIATES INC				13. TYPE OF ORDER	
14. COMPANY NAME ATTN: KATHLEEN LLOYD FORTE				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
15. STREET ADDRESS 1071 STATE RT 136 SUITE 20				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.	
16. CITY BELLE VERNON		17. STATE PA		18. ZIP CODE 150122926	
19. ACCOUNTING AND APPROPRIATION DATA 2012-X0200-20-5-139 J4076 252A 31X0200.220 Obligate \$34,177.24 DUNS: 785915794 NAICS CODE: 541690 FAMS: 1227551				20. REQUISITIONING OFFICE NRR	

21. BUSINESS CLASSIFICATION (Check appropriate boxes)				22. F.O.B. POINT N/A	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input checked="" type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
23. PLACE OF		24. GOVERNMENT B/L NO.		25. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) As Stated	
26. INSPECTION		27. ACCEPTANCE		28. DISCOUNT TERMS Net 30	

## 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)
	Issuance of Task Order No. 018 "Design Engineering Support for Seabrook Structural Concrete Inspections"  Estimated Cost: \$32,451.72 Fixed Fee: \$1,725.52 Total CPFF: \$34,177.24  Period of Performance: July 12, 2012 (Verbal Authorization) through December 31, 2012.  See Attachment #1 for Statement of Work See Clause A.4 for Contractor Acceptance					

29. SHIPPING POINT		30. GROSS SHIPPING WEIGHT		31. INVOICE NO		32. TOTAL (Cost, pages)
33. MAIL INVOICE TO:						
34. NAME Department of Interior / NBC NRCPayments@nbc.gov  35. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue  36. CITY Denver						
37. STATE CO		38. ZIP CODE 80235-2230		39. PHONE: FAX:		33. TOTAL (Grand Total)

40. UNITED STATES OF AMERICA BY (Signature)	41. NAME (Typed) Jeffrey R. Mitchell Contracting Officer TITLE: CONTRACTING OFFICER
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AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITIONS NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)  
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 23 2012

ADM002

## Table of Contents

A.1 GENERAL TASK ORDER TERMS .....	2
A.2 CONSIDERATION AND OBLIGATION .....	3
A.3 DURATION OF TASK ORDER .....	3
A.4 CONTRACTOR ACCEPTANCE OF TASK ORDER 019 .....	3
<b>OTHER TASK ORDER TERMS AND CONDITIONS .....</b>	<b>4</b>
A.5 BRANDING (AUG 2011) .....	4
A.6 ELECTRONIC PAYMENT (AUG 2011) .....	4
A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011) .....	4
A.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011) .....	4
A.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011) .....	5
A.10 GREEN PURCHASING (JUN 2011) .....	6
A.11 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011) .....	6

### A.1 GENERAL TASK ORDER TERMS

This confirms the verbal authorization that was provided to Beckman & Associates, Inc., on July 12, 2012, to begin work under the subject task order, with a temporary ceiling of \$34,177.24.

In accordance with Section G.4, Task Order Procedures, of Contract No. NRC-03-08-071 this definitizes Task Order No. 018. The effort shall be performed in accordance with Attachment #1: Statement of Work.

The Contractor agrees that the personnel proposed for this Task Order under Beckman & Associates, Inc's proposal dated July 9, 2012 shall not be removed from the effort under the Task Order without compliance with Contract Clause H.2 Key Personnel.

The issuance of this Task Order does not amend any terms or conditions of the subject contract.

Your contacts during the course of this Task Order are:

Technical Matter: Tamera Williams  
Contracting Officer Representative  
Email: [Tamera.Williams@nrc.gov](mailto:Tamera.Williams@nrc.gov)  
Phone: 301-415-3655

William Cartwright  
Technical Monitor  
Email: [William.Cartwright@nrc.gov](mailto:William.Cartwright@nrc.gov)  
Phone: 301-415-8345

Contractual Matters: Jeffrey Mitchell  
Sr. Contract Specialist  
Email: [Jeffrey.Mitchell@nrc.gov](mailto:Jeffrey.Mitchell@nrc.gov)  
Phone: 301-492-3639

### A.2 CONSIDERATION AND OBLIGATION—TASK ORDERS

(a) The total current estimated ceiling for the services ordered, delivered, and accepted under this task order is \$34,177.24. The amount of \$32,451.72 represents the estimated reimbursable costs, and the amount of \$1,725.52 represents the fixed fee.

(b) The amount presently obligated with respect to this Task Order is \$34,177.24. 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 Task Order 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.3 DURATION OF TASK ORDER

This Task Order shall commence on July 12, 2012 (Day of Verbal Authorization) and will expire on December 31, 2012.

### A.4 CONTRACTOR ACCEPTANCE OF TASK ORDER 018

Acceptance of Task Order No. 018 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted Task Order No. 018:

Kathleen Lloyd Forte  
Printed Name & Title

Kathleen Lloyd Forte  
Signature

8/21/2012  
Date

## **OTHER TASK ORDER TERMS AND CONDITIONS**

### **A.5 BRANDING (AUG 2011)**

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and

Management Directive and Handbook 3.13 - <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

### **A.6 ELECTRONIC PAYMENT (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments.NBCDenver@nbc.gov](mailto:NRCPayments.NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

### **A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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 Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>

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.

### **A.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)**

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 possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-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 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI 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 Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(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.

(e) Flowdown. 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.

## **A.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

#### **A.10 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

#### **A.11 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

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.

STATEMENT OF WORK,  
Task Order 18 under Contract NRC-03-08-071;  
Design Engineering Support for Seabrook Structural Concrete Inspections

## **1.0 BACKGROUND**

In accordance with the Reactor Oversight Process (ROP), the U.S. Nuclear Regulatory Commission (NRC) inspects various activities at nuclear power reactor plants.

## **2.0 TASK ORDER OBJECTIVE**

The objective of this task order is to obtain contractor support to assist a NRC team in the performance of Special Inspections at the Seabrook Nuclear Station. The inspection requires contractor support from a specialist in Concrete Strength. Knowledge and experience with ASR (Alkali Silica Reaction) is very desirable.

The desired start date for this inspection is the week of July 9th, with follow-on inspection in July. The preparation, reviews and reporting can be performed at the contractor's home offices. The inspection weeks will be at the Seabrook site. Two separate weeks of travel to should be included in the estimated scope.

The specific inspection dates may change. All date revisions will be within this task order's overall period of performance. Changes to individual inspection dates will be provided to the contractor by the Team Leader or Technical Monitor.

## **3.0 SCOPE OF WORK**

The contractor shall provide technical support to the NRC Regional Team Leader (RTL) during the performance of the inspection. The team leader will provide the applicable inspection procedures and inspection charter during the inspection preparations week.

The NRC Team Leader may issue technical direction during the duration of the task order. Technical direction must be within the general Statement of Work stated in the task order, and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance. The contractor shall refer to the basic contract for further information and guidance on any technical directions issued under this task order. Any modifications to the scope of work, cost, or period of performance of the task order must be issued by the Contracting Officer and will be coordinated with the Project Officer.

## **4.0 SPECIFIC TASKS**

The below three specific tasks should be performed for this inspection, and shall be performed in accordance with the requirements, standards, deliverables, and completion timeframes specified in the base contract's Statement of Work.

### **4.1 Task 1 - Inspection Preparation**

### **4.2 Task 2 - Conduct Inspections and Reviews**

### **4.3 Task 3 - Documentation of Inspection Results**

## **5.0 TECHNICAL REPORTING REQUIREMENTS FOR THE INSPECTION**

The technical reporting requirements for the inspection shall be performed in accordance with the requirements specified in the base contract's Statement of Work.

## **6.0 PERSONNEL REQUIREMENTS**

The engineering inspection specialists shall have a design background (such as from an architect-engineer firm or university) and experience/knowledge regarding:

- 1) Design, analysis, assessment of concrete structures, including design codes and standards.
- 2) Reviewing design basis and detailed design (calculations, drawings, etc.) of concrete structures.
- 3) Methods to assess the condition of degraded concrete structures.

The NRC staff may request phone interviews to determine the acceptability of potential inspectors.

It shall be the responsibility of the contractor to assign qualified technical staff, employee(s), and subcontractors, who have the required educational background, experience, or combination thereof, to meet both the technical and regulatory objectives of the work specified in this Statement of Work (SOW). The NRC will rely on representation made by the contractor concerning the qualifications of the personnel proposed for assignment to this task order including assurance that all information contained in the technical and cost proposals, including resumes and conflict of interest disclosures, is accurate and truthful.

## **7.0 MEETINGS AND TRAVEL**

Team Phone conferences as necessary  
One week of onsite activities per inspection

Above travel estimate is per individual and may be adjusted for holidays. Contractor shall coordinate all travel arrangements in advance with the Team Leader. Off-normal travel time may be required to ensure timely arrival at the site, as scheduled by Team Leader.

## **8.0 NRC FURNISHED MATERIAL**

Documents required to prepare for the inspection will be provided by Team Leaders.

## **9.0 OTHER APPLICABLE INFORMATION**

The work specified in this SOW is 100% licensee fee recoverable. The contractor shall provide fee recovery information in the monthly progress reports in accordance with the requirements of the basic contract.



## Melgar, Claudia

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**From:** Melgar, Claudia  
**Sent:** Tuesday, August 21, 2012 3:22 PM  
**To:** 'Ken Jones'  
**Subject:** Phone Discussion

Hi Ken,

It was nice talking to you this afternoon. Per our phone conversation the Request for Proposal for Contract Number NRC-04-09-132 entitled "Advance Code Design Contract" under Section 2 Level of Effort the second sentence shall read as follows:

### Section 2 Level of Effort

The estimated level of effort for the additional two months is 1220 staff hours. Beyond this initial two month extension, the NRC is requesting **one (1) two month** option period. These options periods are only to be exercise if the follow-on contract is not awarded in a timely manner. The estimated level of effort for this option period should total 1220 staff hours.

If you have any questions I am available to discuss.

Thank you,

Claudia Melgar, Contract Specialist  
U.S. Nuclear Regulatory Commission  
Division of Contracts  
Reactors, Safety and Licensing Branch (RSL)  
P: 301-492-3487  
F: 301-492-3438  
Location: TWB 01 B08  
Mail Stop: TWB 01 A31M  
[Claudia.Melgar@nrc.gov](mailto:Claudia.Melgar@nrc.gov)