

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

13

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

1. DATE OF ORDER 08/26/2014		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0004		6. SHIP TO:			
3. ORDER NO NRC-HQ-25-14-T-0001		4. REQUISITION/REFERENCE NO. NRO-14-0194		a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-			
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001				b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY			
				c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852
7 TO:				f. SHIP VIA			
a. NAME OF CONTRACTOR NUMARK ASSOCIATES INC				8. TYPE OF ORDER			
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1220 19TH ST NW STE 500				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.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WASHINGTON							
e. STATE DC				f. ZIP CODE 200362444			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NEW REACTORS			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input 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							
12. F.O.B. POINT							
13. PLACE OF				14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 08/19/2014	
a. INSPECTION Destination		b. ACCEPTANCE Destination				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)	
	Task Order No. 1 titled Technical Assistance with Project Management in Support of NRC Environmental and Reactor Programs under Enterprise Wide Contract No. NRC-HQ-25-14-E-0004. Continued ...						
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO							
a. NAME		US NUCLEAR REGULATORY COMMISSION				\$0.00	
b. STREET ADDRESS (or P.O. Box)		ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A					
c. CITY		d. STATE		e. ZIP CODE		17(i) GRAND TOTAL	
ROCKVILLE		MD		20852-2738		\$418,854.82	
22. UNITED STATES OF AMERICA BY (Signature)				08/26/2014		23. NAME (Typed) MARK THOMPSON TITLE: CONTRACTING/ORDERING OFFICER	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 04 2014

ADM002

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

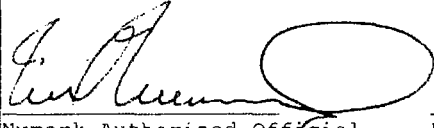
2

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

DATE OF ORDER
08/25/2014

CONTRACT NO.
NRC-HQ-25-14-E-0004

ORDER NO
NRC-HQ-25-14-T-0001

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Contracting Officers Representative: Charles Willbanks, Email: Charles.Willbanks@nrc.gov. Phone: 301-415-0494 Contractor POCs: Technical: Martin Bowling. Email: mbowling@numarkassoc.com. Phone: (202) 466-2700. Business: Paul Edelstein. Email: pedelstein@numarkassoc.com. Phone: (202) 466-2700.</p> <p> 8/26/14 Numark Authorized Official Date</p> <p>Accounting Info: 2014-X0200-FEEBASED-25-25D099-17-4-151-1042- 251A Period of Performance: 08/19/2014 to 08/18/2019</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FAR (48 CFR) 53.213(f)

TASK ORDER 01

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL COST PLUS FIXED FEE
0001	Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK			
	Total			\$418,854.82

NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

(a) The estimated total quantity of this contract for the products/services under this contract is **\$418,854.82** of which the sum of represents the estimated reimbursable costs, and of which \$ represents fixed fee.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The amount currently obligated by the Government with respect to this contract is of which the sum of represents the estimated reimbursable costs, and of which represents the fixed-fee.

(d) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

(e) A total estimated cost and 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 FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

**SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
FOR TASK ORDER 01 - PROGRAM MANAGEMENT**

CC 1042	Contractor Numark Associates, Inc.	Task Order No. NRC-HQ-25-14-E-0004 TO #01
Applicant N/A	Site NA	Docket No. N/A
Title/Description Technical Assistance with Project Management and Reporting in Support of Agency Environmental and Reactor Programs – Program Management Task Order 1		
TAC No. N/A	B&R Number 2014-25-17-4-151	SRP or ESRP Section(s) N/A
NRC Contracting Officer Representative (Administrative) See Section H, Clause 2052.21571 PROJECT OFFICER AUTHORITY		
NRC Contracting Officer Representative (Technical) See Section H, Clause 2052.21571 PROJECT OFFICER AUTHORITY		

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) regulates the licensing, construction and operation of commercial nuclear power and non-power facilities. The Offices of New Reactors (NRO) and Nuclear Reactor Regulation (NRR) with support from the Office of Nuclear Security and Incident Response (NSIR) serves the public interest by enabling the safe, secure, and environmentally responsible use of nuclear power in meeting the nation's energy and research needs. The activities for reactors include reviews of applications for reactor design certifications (DCs), early site permits (ESP), combined license (COL) applications, environmental reviews, reactor pre-application activities, limited work authorizations (LWA), construction permits (CP), operating licenses (OL), license actions (i.e., amendments, relief requests, and exemptions), oversight, and staff infrastructure development.

NRC anticipates the continued review of COL applications and operating and renewal reactor licensing actions over the next several years as well as a variety of applications for small modular reactors (SMRs). Due to the volume of new and advanced reactor applications as well as licensing actions for operating reactors commercial contractor resources are needed to augment staff resources. Similarly, NSIR seeks support in security including, but not limited to: physical security, cyber security, access authorization, fitness for duty, materials control and accounting security, transportation security, independent spent fuel storage installation security and support in emergency preparedness.

NUREG-0800, Standard Review Plan for the Review of Safety Analysis Report for Nuclear Power Plants, exists for the guidance of staff reviewers 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

Standard Review Plan (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 publicly 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.

NUREG-1800, "The Standard Review Plan for Review of License Renewal Applications for Nuclear Power Plants" (SRP-LR), provides guidance to NRC staff reviewers in NRR. These reviewers perform safety reviews of applications to renew nuclear power plant licenses in accordance with Title 10 of the *Code of Federal Regulations* (CFR) Part 54. Consistent with NUREG-0800 the principal purposes of the SRP-LR are to ensure the quality and uniformity of staff reviews and to present a well-defined base from which to evaluate applicant programs and activities for the period of extended operation. In addition, there are a variety of regulatory guides available to support the review process.

An Environmental Safety Review Plan (NUREG-1555), "Standard Review Plans for Environmental Reviews for Nuclear Power Plants: Environmental Standard Review Plan [ESRP]" is prepared for the guidance of staff reviewers in performing environmental reviews of applications related to nuclear power plants. The ESRPs are companions to regulatory guides that address siting and environmental issues. As with NUREG-0800 and NUREG-1800 the purpose of the ESRP is to assure the quality and uniformity of environmental reviews.

2.0 OBJECTIVE

The objective of this task order is to obtain expertise in coordinating task order specific reporting functions for projects assigned under the basic task ordering agreement. Specifically this tasking will ensure support to administer the day-to-day activities across the individual task orders, assist in the development of project plans, report on the assigned licensing work, and provide organizational oversight of task orders. This effort will be led by the contractor's Project Manager (PM). All associated with this task order will be for supporting existing task orders and not for preparing bids & proposals.

3.0 WORK REQUIREMENTS, SCHEDULE AND DELIVERABLES

<p>1. REQUIREMENT: Coordinate and manage all task orders including:</p> <ul style="list-style-type: none"> a. Support NRC staff in the on-going planning efforts to identify resource requirements for all NRC tasks. b. Maintain communications between Contractor, NRC Contracting Officer Representatives (CORs) and others as needed. <ul style="list-style-type: none"> 1. Maintain frequent communications with NRC staff. 2. Meet with NRC staff at NRC Headquarters (or elsewhere) and/or participate in teleconferences, as needed, to support excellent communications and maintain work schedule and quality products c. As work is assigned provide program monitoring and controls. d. Prepare briefings/reviews on project activities as requested by NRC and provide input and support to NRC staff for internal briefings. <p>STANDARD: Task orders are managed to maintain cost and meet schedule.</p>	Ongoing	As requested
---	---------	--------------

<p>2. REQUIREMENT: Monthly Letter Status Reports (MLSRs). Provide the details necessary to inform NRO on the status of each and all awarded tasks. Complete Sections A thru G with a consistent, thorough and informative method. In Section A, Spending Plan table, perform an insightful analysis based on knowledge of workflow requirements. In Section B, ensure enterprise project management (EPM) input is consistent with EPM milestone chart as required. In Section D, detail any instances where estimated hours from the task order subtasks are exceeded and why.</p> <p>Section Descriptions: Section A: Task Order Identification and Financial Summary Information Section B: EPM Schedule Milestone Information Section C: Summary of work performed during the reporting period Section D: Explanation of missed milestone(s), problem(s), or delay(s) and recommendations for resolution Section E: Information on travel during the reporting period Section F: Plans for next reporting period Section G: The amount of hours each staff charged for this reporting period</p> <p>STANDARD: Conform to format and content defined by SOW Attachment.</p>	<p>Monthly, to be issued no later than 20th of the month.</p>	<p>MLSR in format established in Section J, Attachment 5.</p>
<p>3. REQUIREMENT: Monthly Electronic Spending Plan Update</p> <p>STANDARD: Conform to format and content defined by Electronic Spending Plan.</p>	<p>Monthly, to be issued no later than 20th of the month.</p>	<p>Electronic Spending Plan format in Excel file. Section J, Attachment 6.</p>
<p>4. REQUIREMENT: Special and Quarterly reports</p> <p>STANDARD: Completed reports as designated by NRC.</p>	<p>Ten day following the end of the quarter or if Special (TBD)</p>	<p>Quarterly report summary of contract activities, Special Reports, if required</p>

<p>5. REQUIREMENT: Obtain security clearance/access authorization, and complete associated initial and annual training requirements as needed for personnel performing under the contract, unless otherwise required by an individual task order.</p> <p>If required for access authorization, complete initial and random drug testing.</p>	<p>Two weeks after award of task order or as otherwise directed by the COR or NRC Security Official</p>	<p>Confirmation via e-mail to the COR that all required security clearance/access authorization documents have been submitted to the NRC Personnel Security Office</p> <p>Confirmation via e-mail to COR of completion of training requirement</p>
<p>Track security clearance/access authorization of personnel performing under the contract, including any subcontractor or consultant. At a minimum, the contractor shall track the name of personnel holding a security clearance/access authorization, the type of clearance/access granted, effective date of clearance/access authorization, training completed, and the most recent date of training completion.</p> <p>STANDARD:</p> <p>Complete all required security clearance/access authorization requirements as directed by the COR and NRC Security Official by the established due date</p> <p>Complete all required security clearance/access authorization training by the due date identified by the COR</p> <p>Maintain all required information on security clearance/access authorization for personnel performing under the contract.</p>	<p>As requested by the COR</p>	<p>Security Clearance/ Access Authorization Tracking Document/ Spreadsheet</p>

Any modifications to the scope of work, cost, or period of performance of this task order must be issued by the Contracting Officer (CO) and will be coordinated with the COR.

4.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

As specified in the base contract, the contractor shall provide individuals who have the required educational background and work experience to meet the objectives of the work specified in this task order. Specific qualifications for this effort include:

The contractor shall provide a contractor PM to oversee the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete as defined in the base contract.

The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this task order, including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful. The resume for each professional proposed to work under this task order (contractor, subcontractor, or consultant) shall describe the individual's experience in applying his or her area of engineering specialization to work in the proposed area. The use of particular personnel on this contract is subject to the NRC COR's approval. This includes any proposed changes to key personnel during the life of the task order.

5.0 MEETINGS AND TRAVEL

Quarterly meetings via teleconference are anticipated among the NRC COR and the contractor PM or deputy to assess the status of all active tasking. A program review meeting involving NRC and contractor Senior Management may occur as required at the contractor's location. The level of effort for these meetings is included in Section 7.0.

6.0 NRC FURNISHED MATERIAL

The following NRC furnished materials will be provided to the contractor together with the task order SOW:

Electronic copy of the MLSR and Electronic Spending Plan templates

7.0 LEVEL OF EFFORT

Propose the estimated level of effort (LOE) in professional staff hours apportioned among the tasks and by labor category is as follows:

TASK(S)	LABOR CATEGORY	FY-14	FY-15	FY-16	FY-17	FY-18	TOTAL POP: FY14-18
1. Task Management	Project Manager	100	100	100	100	100	500
2. MLSR	Project Manager/ Task Order Project Manager/Admin Support*	100	100	100	100	100	500
3. Electronic Spending Plan	Project Manager/ Task Order Project Manager/Admin Support*	100	100	100	100	100	500
4. Special Reports	Project Manager/ Admin Support*	20	20	20	20	20	100
5. Security Clearance	Project Manager/ Task Order Project Manager/Admin Support*	30	30	30	30	30	150
TOTAL LOE:		350	350	350	350	350	1750
Notes:	# LOE is based on an assumption that the NRC may award up to 25 task orders.						
	* Hours may be apportioned to administrative staff to support report development.						

8.0 PERIOD OF PERFORMANCE

The projected period of performance is five years from effective date of task order award.

9.0 OTHER APPLICABLE INFORMATION

a. License Fee Recovery

All work under this task order is not license fee recoverable.

SECTION F - Deliveries or Performance

NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

This order shall commence on August 19, 2014 and will expire on August 18, 2019. (See FAR 52.216-18 - Ordering).

(End of Clause)

SECTION H - Special Contract Requirements

2052.215-70 KEY PERSONNEL. (JAN 1993)

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

Project Manager – Martin Bowling

*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.

(End of Clause)

* To be incorporated into any resultant contract

2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)

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

Name:	Charles Willbanks
Address:	US NRC Office of New Reactors MS T-6D02 Washington DC 20555
Telephone Number:	301-415-0494
Email:	Charles.Willbanks@nrc.gov

The alternate contracting officer's representative is:

Name: Dayna Dority
Address: US NRC
Office of New Reactors
MS T-6D02
Washington DC 20555
Telephone Number: 301-415-7810
Email: Dayna.Dority@nrc.gov

(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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve 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 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 that 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 to the instruction or direction 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.

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachments:

1. Monthly Letter Status Report Template
2. Contractor Spending Plan Template