
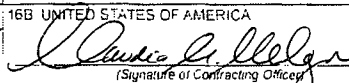


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES									
2. AMENDMENT/MODIFICATION NO. M0003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.									
5. PROJECT NO (If applicable) 17		6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WEN-05-C64MP WASHINGTON DC 20555-0001		7. ADMINISTERED BY (If other than Item 6) CODE									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TRINITEK SERVICES INC 12220 N HWY 14 CEDAR CREST NM 870099407		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)									
CODE 804525058		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-50-14-C-0001									
				10B. DATED (SEE ITEM 13) 04/21/2014									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.													
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center;">X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.216-4 - Contract Terms and Conditions—Commercial Items Alternate 1 (c) Changes (AUG 2012)</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.216-4 - Contract Terms and Conditions—Commercial Items Alternate 1 (c) Changes (AUG 2012)		D. OTHER (Specify type of modification and authority)
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A												
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).												
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.216-4 - Contract Terms and Conditions—Commercial Items Alternate 1 (c) Changes (AUG 2012)												
	D. OTHER (Specify type of modification and authority)												
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to change the Statement of Work Section C.7.3 Description of Deliverables to incorporate additional work which is identified in Task 5 Deliverable, and make administrative corrections. see continuous pages Total Obligation Amount: \$74,010.63 Total Ceiling Amount: \$150,238.67 Period of Performance: 04/21/2014 through 04/20/2016													
Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.													
15A. NAME AND TITLE OF SIGNER (Type or print) Gloria S. Chavez, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA G. MELGAR											
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 5-19-15		16B. UNITED STATES OF AMERICA 									
(Signature of person authorized to sign)				16C. DATE SIGNED 5/19/2014									
(Signature of Contracting Officer)													

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SUNSI REVIEW COMPLETE

JUN - 5 2015

TEMPLATE - ADM001

ADM002

The purpose of this modification is to change the Statement of Work Section C.7.3 Description of Deliverables to incorporate additional work which is identified in Task 5 Deliverable, and make administrative corrections.

Accordingly, the modification is modified as follows:

1. Section C.7.1 Specific Tasks adds Subsection "Task 5: Assist NRC staff in preparing revisions to Part 74 Regulatory Guides (please see C.7.3.1)"

Task 5 Deliverable: The contractor shall assist NRC staff in preparations to revise Part 74 Regulatory Guides.

Based upon their experience and expertise in the area of nuclear material accounting and control, the contractor shall provide technical assistance to the NRC staff in revising the Part 74 Regulatory Guides. This shall include providing recommended text and/or comments and recommendations of edits to NRC staff prepared draft response texts. The NRC technical staff will review the deliverable and may request additional feedback in the form of questions or requests for clarification. The contractor shall review this feedback and provide a response to the NRC staff questions or requests for clarification within two (2) weeks of receiving the feedback. All information provided under this deliverable shall be provided electronically in Microsoft Word 2003 or later version, or hard copy red-line/strikeout versions.

The contractor shall conduct a technical review, provide comments, and restructure these documents to the following documents:

- DG-5052 - Determination of Uranium or Plutonium: Methods Based on the Analysis of Samples
 - DG-5053 - Determination of Uranium or Plutonium: Non-destructive Assay Methods
 - DG-5054 - Design Considerations to Minimize Residual Holdup of Special Nuclear Material in Process Equipment"
2. Administrative corrections to the Statement of Work are highlighted in Red font.

STATEMENT OF WORK – (COMPLETION-TYPE)

**COVER PAGE ADDENDUM TO:
STATEMENT OF WORK (SOW)**

**Technical Support for Part 74, “Material Control and Accounting of Special
Nuclear Material,” Rulemaking**

Project Title: Technical Support for Part 74, “Material Control and Accounting of Special
Nuclear Material,” Rulemaking

Contract No.: NRC-HQ-50-14-C-0001

NRC Issuing Office: Office of Nuclear Materials Safety and Safeguards

NRC COR: Thomas A. Grice

Contractor: Trinitek Services, Inc.

Type of Competition: Sole source to 8.a contractor

Type of Contract/Order: Level of effort, Cost-Reimbursement

Period of Performance (including option items/periods): April 21, 2014 through April 20,
2015 and extended through April 21, 2016.

STATEMENT OF WORK – (COMPLETION-TYPE)

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Contents

- C.1 Title of Project
- C.2 Introduction
- C.3 Background
- C.4 Objective
- C.5 Type of Contract Contemplated
- C.6 Scope of Work
- C.7 Work Requirements
 - C.7.1 Specific Tasks
 - C.7.2 Contractor Skill Requirements
 - C.7.3 Results/Deliverables
 - C.7.3.1 Description of Deliverables
- C.11 Reporting Requirements
- C.12 Publications
- C.13 Government-Furnished Data
- C.14 Access to Government Property and Facilities
- C.15 Physical Security
- C.19 Postaward Orientation (kickoff) or Periodic Progress Meetings:
- C.20 Key Personnel Qualification Requirements
- C.21 General – Contractor Personnel
- C.22 Data Rights
- C.23 Phase In/Phase Out Period
- C.24 Applicable Publications (Current Editions):
- C.25 Other Considerations

ATTACHMENT A - STANDARD DEFINITIONS & ACRONYMS

STATEMENT OF WORK – (COMPLETION-TYPE)

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Title of Project

This is a non-personnel services contract to provide Technical Support for Part 74, "Material Control and Accounting of Special Nuclear Material," Rulemaking

C.2 Introduction

This Statement of Work (SOW) will be issued as a Sole Source contract under the 8(a) program.

The purpose of this acquisition is for a contractor to provide a technical expert in NRC material control and accounting (MC&A) license review to review public comments received concerning the Part 74 rulemaking. This work will include evaluation of public comments for sound technical basis, providing recommended text or edits/comments on NRC staff responses to the public comments, recommend potential revisions to the five Part 74 related NUREG series documents before they are submitted for final publication, and assist NRC staff in any further revision to Part 74 regulation before submission for final publication. This work supports the Title 10 Code of Federal Regulations Part 74 rulemaking required by the Commission in the Staff Requirements Memorandum (SRM) to SECY-08-0059. SRM-SECY-08-0059 required the revision of four existing NUREG documents for MC&A and the development of a new NUREG for category II facilities.

In addition, the contractor shall conduct technical review, provide comments, and edit additional documents related to 10 CFR Part 74, including but not limited to Part 74 related Regulatory Guides.

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Technical Support for Part 74, "Material Control and Accounting of Special Nuclear Material," Rulemaking as defined in this SOW, except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this contract/order.

C.3 Background

Following the terrorist attacks of September 11, 2001, the Nuclear Regulatory Commission's (NRC) Chairman asked the staff to conduct a comprehensive review of the NRC's safeguards and security programs. On August 5, 2005, the staff recommended in a policy issue paper (SECY-05-0143) that the Commission consider revising NRC's Material Control and Accounting (MC&A) regulations, since MC&A programs complement physical security programs in safeguarding nuclear materials against malevolent acts.

In a Staff Requirements Memorandum (SRM) for SECY-05-0143 dated November 18, 2005, the Commission directed the staff to evaluate NRC's MC&A regulations, identify

STATEMENT OF WORK – (COMPLETION-TYPE)

issues and areas for regulatory improvement, work with internal and external stakeholders to develop a comprehensive agency approach to MC&A programs, and develop a rulemaking plan to update NRC's MC&A regulations for special nuclear material (SNM). The rulemaking plan was submitted to the Commission as SECY-08-0059 and a technical basis was submitted in support of the proposed rule.

In the Staff Requirements Memorandum (SRM) to SECY-08-0059, "Rulemaking Plan: Part 74- Material Control and Accounting of Special Nuclear Material," dated February 5, 2009, the Commission selected Option 4 of the Proposed Rulemaking Plan. Under this option certain Part 74 requirements would be revised to be applicable for current and future facilities, and some MC&A regulations existing in other 10 CFR chapters would be moved to, and thereby consolidated with, Part 74 requirements.

As part of Option 4 of the rulemaking plan, staff committed to revise certain existing NUREG series guidance documents to reflect new and revised requirements. These include:

- NUREG-1280, Rev. 1, "Standard Format and Content Acceptance Criteria for the Material Control and Accounting (MC&A) Reform Amendment,"
- NUREG-1065, Rev. 2, "Acceptable Standard Format and Content for the Fundamental Nuclear Material Control (FNMC) Plan Required for Low-Enriched Uranium Facilities,"
- NUREG/CR-5734, "Recommendations to the NRC on Acceptable Standard Format and Content for the Fundamental Nuclear Material Control (FNMC) Plan Required for Low-Enriched Uranium Enrichment Facilities," and
- NUREG/BR-0096, "Instructions and Guidance for Completing Physical Inventory Summary Reports."

In addition, the staff must develop a new guidance document for Category II fuel cycle facilities because there is no current document.

In fiscal year 2011 (FY11), staff developed draft versions of each NUREG listed above in conjunction with the draft Part 74 rule text. The draft rule and draft NUREG documents were released for public comment on November 8, 2013. Public comments will be received through February 18, 2014.

Upon receipt of public comments, the NRC staff will review and disposition the comments, revise the draft Part 74 rule and/or related NUREG documents as appropriate, and prepare the final Part 74 rule for publication.

In addition to these rulemaking related activities, the NRC staff will review and revise Part 74 related Regulatory Guides as part of the ongoing efforts by the Office of Nuclear Regulatory Research (RES) to review and update all NRC Regulatory Guides.

C.4 Objective

The objective of this contract is for a contractor to provide a technical review of public comments submitted to the NRC related to the Part 74 rulemaking, assist in any further

STATEMENT OF WORK – (COMPLETION-TYPE)

revision to related NUREG documents, and assist in the review and revision to related Regulatory Guides before they are submitted for final publication, including resolution of public comments received on the documents.

C.5 Type of Contract Contemplated

The contract type contemplated for this requirement is: Level of effort, Labor-Hour.

C.6 Scope of Work

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The contractor shall perform the following scope of work as delineated in section C.7.1.

For each task identified, the contractor shall:

- 1) Use their experience and expertise in the area of nuclear material accounting and control to evaluate the relevant information, i.e., public comments; NRC staff response to public comments; Part 74 related NUREGs; and draft Part 74 rule.
- 2) Use their experience and expertise in the area of nuclear material accounting and control to recommend changes to the relevant information, i.e., NRC staff response to public comments; Part 74 related NUREGs; Part 74 related Regulatory Guides; and draft Part 74 rule.
- 3) Use their experience and expertise in the area of nuclear material accounting and control to provide expert opinions on NRC prepared changes to the relevant information, i.e., NRC staff response to public comments; Part 74 related NUREGs; Part 74 related Regulatory Guides; and draft Part 74 rule.

C.7 Work Requirements

The contractor shall review public comments submitted to the NRC related to the Part 74 rulemaking, provide a written technical assessment of each comment including whether the comment has technical merit sufficient to warrant revision to the proposed Part 74 rules or one of the associated NUREGs or Regulatory Guides. The contractor shall assist NRC staff in any further revision to related NUREG or Regulatory Guides documents before they are submitted for final publication, and assist NRC staff in any further revision to Part 74 regulation before it is submitted for final publication. The contractor shall complete all actions within one month following the NRC providing the public comments unless a later date is agreed upon by the NRC Contracting Officer Representative. The document shall be provided by the contractor either electronically using Microsoft Word 2003 or later version, or a hard copy red-line/strikeout version.

C.7.1 Specific Tasks

Task 1: Evaluate public comments (please see C7.3.1)

Task 2: Assist in preparation of responses to public comments (please see C7.3.1)

STATEMENT OF WORK – (COMPLETION-TYPE)

Task 3: Assist in revising Part 74 related NUREGs (please see C7.3.1)

Task 4: Assist NRC staff in preparing revisions to Part 74 regulations (please see C7.3.1)

Task 5: Assist NRC staff in preparing revisions to Part 74 Regulatory Guides (please see C.7.3.1)

C.7.2 Contractor Skill Requirements

To effectively complete this project, the Contractor's personnel assigned to the contract shall have over 15 years of experience specialized in the preparation and/or evaluation of fundamental nuclear material control plans policy, practices, and procedures; knowledgeable of MC&A program design and operations at NRC-licensed nuclear fuel cycle facilities; and knowledge of the technical measures used to conduct MC&A activities at NRC regulated nuclear fuel cycle facilities, capable of demonstrating a proficient understanding of the technical basis for the Part 74 rulemaking, and experienced with the NRC rulemaking process.

C.7.3 Results/Deliverables

The contractor shall provide a document assessing the technical merits of each public comment, recommended responses to the public comments, and any recommended changes to the proposed Part 74 rule or associated NUREGs and Regulatory Guides, in either an electronic form using Microsoft Word 2003 or later version, or a hard copy red-line/strikeout version within one month following the NRC providing the public comments unless a later date is agreed upon by the NRC technical staff.

C.7.3.1 Description of Deliverables

Task 1 Deliverable: The contractor shall assist NRC staff in evaluating comments pertaining to the Part 74 rulemaking received from members of the public.

The contractor shall perform a technical assessment of the public comments received based upon their experience and expertise in the area of nuclear material accounting and control. The contractor shall provide their expert opinion of whether the public comment is based on a sound technical basis. The NRC technical staff will review the deliverable and may request additional feedback in the form of questions or requests for clarification. The contractor shall review this feedback and provide a response to the NRC staff questions or requests for clarification within two weeks of receiving the feedback. All information provided under this deliverable shall be provided electronically in Microsoft Word 2003 or later version, or hard copy red-line/strikeout versions.

STATEMENT OF WORK – (COMPLETION-TYPE)

Task 2 Deliverable: The contractor shall assist NRC staff in preparing responses to comments pertaining to the Part 74 rulemaking received from members of the public.

Based upon their experience and expertise in the area of nuclear material accounting and control, the contractor shall provide technical assistance to NRC staff in the preparation of the NRC response to public comments received related to the Part 74 Rulemaking. This shall include providing recommended text and/or comments and recommendations of edits to NRC staff prepared draft response texts. The NRC technical staff will review the deliverable and may request additional feedback in the form of questions or requests for clarification. The contractor shall review this feedback and provide a response to the NRC staff questions or requests for clarification within two weeks of receiving the feedback. All information provided under this deliverable shall be provided electronically in Microsoft Word 2003 or later version, or hard copy red-line/strikeout versions.

Task 3 Deliverable: The contractor shall assist NRC staff in revising Part 74 related NUREGs as necessary to address comments pertaining to the Part 74 rulemaking received from members of the public.

Based upon their experience and expertise in the area of nuclear material accounting and control, the contractor shall provide technical assistance to NRC staff in revising the Part 74 related NUREGs, as necessary, to address public comments received during the Part 74 Rulemaking process. This shall include providing recommended text and/or comments and recommendations of edits to NRC staff prepared draft response texts. The NRC technical staff will review the deliverable and may request additional feedback in the form of questions or requests for clarification. The contractor shall review this feedback and provide a response to the NRC staff questions or requests for clarification within two weeks of receiving the feedback. All information provided under this deliverable shall be provided electronically in Microsoft Word 2003 or later version, or hard copy red-line/strikeout versions.

Task 4 Deliverable: The contractor shall assist NRC staff in preparations to revise Part 74 regulations as necessary to address comments pertaining to the Part 74 rulemaking received from members of the public.

Based upon their experience and expertise in the area of nuclear material accounting and control, the contractor shall provide technical assistance to NRC staff in revising the Part 74 rule, as necessary, to address public comments received during the Part 74 Rulemaking process. This shall include providing recommended text and/or comments and recommendations of edits to NRC staff prepared draft response texts. The NRC technical staff will review the deliverable and may request additional feedback in the form of questions or requests for clarification. The contractor shall review this feedback and provide a response to the NRC staff questions or requests for clarification within two weeks of receiving the feedback. All information provided under this deliverable shall be provided electronically in Microsoft Word 2003 or later version, or hard copy red-line/strikeout versions.

STATEMENT OF WORK – (COMPLETION-TYPE)

Task 5 Deliverable: The contractor shall assist NRC staff in preparations to revise Part 74 Regulatory Guides.

Based upon their experience and expertise in the area of nuclear material accounting and control, the contractor shall provide technical assistance to the NRC staff in revising the Part 74 Regulatory Guides. This shall include providing recommended text and/or comments and recommendations of edits to NRC staff prepared draft response texts. The NRC technical staff will review the deliverable and may request additional feedback in the form of questions or requests for clarification. The contractor shall review this feedback and provide a response to the NRC staff questions or requests for clarification within two (2) weeks of receiving the feedback. All information provided under this deliverable shall be provided electronically in Microsoft Word 2003 or later version, or hard copy red-line/strikeout versions.

The contractor shall conduct a technical review, provide comments, and restructure these documents to the following documents:

- DG-5052 - Determination of Uranium or Plutonium: Methods Based on the Analysis of Samples
- DG-5053 - Determination of Uranium or Plutonium: Non-destructive Assay Methods
- DG-5054 - Design Considerations to Minimize Residual Holdup of Special Nuclear Material in Process Equipment

General Acceptance Criteria

The general quality measures as set forth below will be applied to each work product received from the contractor under this contract/order}.

Timely submission of deliverables is essential to successful completing this requirement. Schedules for deliverables are specified herein. All deliverables shall be prepared and submitted according to format, content, and schedule described in the SOW. All "hard copy" deliverables will be submitted on at least 30% recycled-content paper, and printed double-sided in compliance with environmental regulations.

Accuracy – *Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.*

Clarity – *Work products shall be clear and concise. All exhibits or diagrams shall be easy to understand and relevant to the supporting narrative.*

Specifications Validity – *All work products must satisfy the requirements of the Government as specified herein.*

File Editing – *All text and files shall be editable by the Government*

Format – *Work products shall be submitted electronically.*



STATEMENT OF WORK – (COMPLETION-TYPE)

Timeliness – Work products shall be submitted on or before the due date specified in the contract/order, or submitted in accordance with a later, scheduled date determined by the CO, as applicable.

C.11 Reporting Requirements

The contractor shall submit monthly status letter reports (MLSRs) by the 20th day of each month with distribution to the following individuals:

Thomas A. Grice, Contracting Officers Representative (COR)
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Division of Fuel Cycle Safety and Safeguards
Mail Stop T-4B16
Washington, DC 20555
T: 301-415-7333
Thomas.Grice@nrc.gov

Peter J. Habighorst, Chief, Material Control and Accounting Branch
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Division of Fuel Cycle Safety and Safeguards
Mail Stop T-4B16
Washington, DC 20555
T: 301-415-7326
Peter.Habighorst@nrc.gov

A technical progress report and financial status report shall be provided by the contractor on the 15th of each month. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

A final report summarizing the work performed and the results and conclusions derived shall be submitted to the COR within 30 days after the end of the contract/order period of performance.

C.12 Publications

Any reports generated by the contractor under this contract/order shall not be released for publication or dissemination without CO written approval.

All information and data related to this project that the contractor gathers or obtains shall be both protected from unauthorized release and considered the property of the

STATEMENT OF WORK – (COMPLETION-TYPE)

Government. The contracting officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract/order. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the contracting officer. (See NRCAR §2052.235-70, "Publication of research results")

C.13 Government-Furnished Data

The NRC COR will provide the contractor a digital copy of each draft NUREG upon award of the contract. The NRC will also provide current versions of Part 74 Regulatory Guides, active draft versions of Part 74 Regulatory Guides, and comments received or previously received versions of Part 74 Regulatory Guides.

C.14 Access to Government Property and Facilities

The contractor is permitted access to the Government's facilities, as specified below:

Access will be provided in accordance with standard procedures for processing uncleared visitors into NRC facilities. The contractor(s) will be required to pass through the standard security screening procedures and be escorted at all times when within any non-public areas of NRC facilities.

C.15 Physical Security

The contractor shall be responsible for safeguarding all Government Furnished Data/Information. At the close of each work period, Government facilities, equipment, and materials shall be secured.

C.19 Postaward Orientation (kickoff) or Periodic Progress Meetings

The contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the CO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

The contractor shall be required to meet with the COR and CO if performance issues arise during contract performance. Meetings will be schedule as needed. The contractor may request meetings whenever a discrepancy exists and no mutual resolution is apparent. The written minutes of these meetings shall be signed by the contractor's manager, CO, and COR. If the contractor does not concur with the minutes, he/she shall state any areas of non-concurrence within 5 days of receipt of the signed minutes.

STATEMENT OF WORK – (COMPLETION-TYPE)

C.20 Key Personnel Qualification Requirements

The contractor shall provide an analyst or similar labor category as key personnel for the performance of the statement of work. The key personnel must have a breadth and depth of skills and the proficiency to deliver the requirements of the statement of work. In addition, they must have the specialized experience in the preparation and evaluation of fundamental nuclear material control plans policy, practices, and procedures; knowledge of MC&A program design and operations at NRC-licensed nuclear fuel cycle facilities; and knowledge of the technical measures used to conduct MC&A at nuclear facilities.

C.21 General – Contractor Personnel

Contractor Employees

The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor personnel attending meetings, answering phones, and working in other situations where their status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials.

The contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the NRC, unless such person seeks and receives approval according to NRC regulations.”

C.22 Data Rights

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. The definition of “unlimited rights” is contained in Federal Acquisition Regulation (FAR) 27.401, “Definitions.” FAR clause at FAR 52.227-14, “Rights in Data-General,” is hereby incorporated by reference and made a part of this contract/order.

(See FAR 27.409 - Rights in Data and Copyrights)

STATEMENT OF WORK – (COMPLETION-TYPE)

C.23 Phase In/Phase Out Period:

To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the contractor shall have personnel on board, during the thirty (30) day phase in/ phase out periods. During this phase, the contractor shall become familiar with the full scope of services in order to begin on the contract/task order start date.

STATEMENT OF WORK – (COMPLETION-TYPE)

ATTACHMENT A

STANDARD DEFINITIONS & ACRONYMS

Hide This section includes all appropriate terms and phrases for this SOW. The definition must be clear and concise, not ambiguous. Carefully consider each definition because they will be binding for the duration of this contract, unless modified. In addition, include a complete listing of all acronyms and words or phrases they represent.

DEFINITIONS AND ACRONYMS:

DEFINITIONS:

CONTRACT LINE ITEM NUMBER (CLIN). CLINs are used to identify, organize and track work requirements throughout the project life cycle. They provide a unit price or lump sum price for each contract deliverable or set of deliverables.

CONTRACT SPECIALIST. A person who assists the contracting officer with day-to-day procurement functions. At the NRC, this person handles preaward, postaward and close-out activities.

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

CONTRACTING OFFICER (CO). A person with delegated authority to enter into, administer, and terminate Government contracts. Note: This is the only individual who can legally bind the Government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the Government delegated by the CO to administer the contract. Such appointment shall be in writing (i.e., Delegation and Appointment Memorandum) and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DELIVERABLE. Something required by the Government under the contract to be produced or achieved by the contractor.

GOVERNMENT PROPERTY. All property owned or leased to the Government or acquired by the contractor under the terms of the contract where the Government retains title (i.e., contractor-acquired equipment).

KEY PERSONNEL. Contractor personnel expected to play a key role in the performance and success of the contract. Key personnel are generally evaluated as

STATEMENT OF WORK – (COMPLETION-TYPE)

part of the Source Evaluation Panel (SEP) proposal review process. Key Personnel are listed in the SOW.

NONPERSONAL SERVICES CONTRACT. A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

PERSONAL SERVICE CONTRACT. Is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The Government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

SUBCONTRACTOR. One that enters into a contract with a prime contractor in performance of the Government contract. However, the Government does not have privity of contract with the subcontractor and therefore does not directly interact with the subcontractor(s).

WORK DAY. Hours of Operation. The number of normal hours per day that the contractor will provide services in accordance with the contract, is **Hide** [Insert number of hours]. (Unless the CO has approved overtime, the number of hours in a standard workday is eight).

WORK WEEK. Monday through Friday, unless otherwise specified in the contract. **Hide** (Unless weekends are authorized by the CO.)

STATEMENT OF WORK – (COMPLETION-TYPE)

ACRONYMS:

Define any acronyms the Government uses for this initiative; give both the acronym and the words represented by the acronym.

CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DSS	Defense Security Service
FAR	Federal Acquisition Regulation
FTR	Federal Travel Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
NRCAR	U.S. Nuclear Regulatory Commission Acquisition Regulation
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact