

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 05/01/2015		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0001		6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-					
3. ORDER NO. NRC-HQ-20-15-T-0001		4. REQUISITION/REFERENCE NO. NRR-15-0123		b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY					
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852		
7. TO: a. NAME OF CONTRACTOR NUMARK ASSOCIATES INC b. COMPANY NAME c. STREET ADDRESS 1220 19TH ST NW STE 500				f. SHIP VIA					
d. CITY WASHINGTON				e. STATE DC	f. ZIP CODE 200362444				
8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: <input checked="" type="checkbox"/> b. DELIVERY 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.				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.					
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFF OF NUCLEAR REACTOR REGULATION					
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" 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 a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		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)	
	Small Business IDIQ Task Order No. 2 titled REVIEW OF TOPICAL REPORT WCAP-16996-P 'REALISTIC LOCA EVALUATION METHODOLOGY APPLIED TO THE FULL SPECTRUM OF BREAK SIZES (FULL SPECTRUM LOCA METHODOLOGY),' VOLUMES I, II, AND III under Enterprise Wide Continued ...								
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		21. MAIL INVOICE TO: a. NAME US NUCLEAR REGULATORY COMMISSION b. STREET ADDRESS ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A c. CITY ROCKVILLE		17(h) TOTAL (Cont. pages)	
SEE BILLING INSTRUCTIONS ON REVERSE		d. STATE MD		e. ZIP CODE 20852-2738		f. AMOUNT \$0.00		17(i) GRAND TOTAL	
22. UNITED STATES OF AMERICA BY (Signature)		05/01/2015		23. NAME (Typed) MARK THOMPSON TITLE: CONTRACTING/ORDERING OFFICER		f. AMOUNT \$160,563.45			

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PREVIOUS EDITION NOT USABLEOPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 26 2015

ADM002

ORD FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

2

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

DATE OF ORDER


CONTRACT NO.

ORDER NO.

05/01/2015

NRC-HQ-25-14-E-0001

NRC-HQ-20-15-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Contract No. NRC-HQ-25-14-E-0001.</p> <p>Contracting Officers Representative: Evan Davidson, email: Evan.Davidson@nrc.gov, phone: 301-415-1342</p> <p>Contractor POCs:</p> <p>Technical: Martin Bowling, email: mbowling@numarkassoc.com, phone: 202-466-2700.</p> <p>Business:</p> <p>Paul Edelstein, email: pedelstein@numarkassoc.com, phone: 202-466-2700.</p>  <p align="right">5/1/15</p> <p>Numark Authorized Official Date</p> <p>Accounting Info:</p> <p>2015-X0200-FEEBASED-20-20D008-11-4-151-1065-251A</p> <p>Period of Performance: 05/04/2015 to 05/03/2016</p>					

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

\$0.00

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TASK ORDER 02 – Small Business EWC for Numark

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			
0002	<u>Option 1 – Continue Work Specified in Section C (This CLIN is Not Exercised on Task Order Award)</u>			
	Total			\$160,563.45

NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

(a) The estimated total quantity of this contract for the products/services under this contract is [REDACTED], of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] 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 [REDACTED] of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] 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

NRC Requisition Office: NRR
Fee Recoverable: Yes
TAC Numbers: ME5244

1. PROJECT TITLE

"REVIEW OF TOPICAL REPORT WCAP-16996-P 'REALISTIC LOCA EVALUATION METHODOLOGY APPLIED TO THE FULL SPECTRUM OF BREAK SIZES (FULL SPECTRUM LOCA METHODOLOGY),' VOLUMES I, II, AND III"

2. BACKGROUND

Under the NRC Topical Report Program, Westinghouse has submitted a topical report describing best-estimate methods for analysis of both large and small break LOCAs in pressurized water reactors. Topical Report WCAP-16996-P is a best-estimate methodology developed by Westinghouse Electric Co LLC to perform LOCA analyses of the full spectrum (FSLOCATM) of break sizes down to and including those breaks in the small break range or break sizes less than 1.0 ft2. The ASTRUM methodology previously applied to only large breaks by Westinghouse is now extended to include intermediate and small breaks, which now has been extended to include break sizes less than 1.0 ft2. The main components of the FSLOCATM methodology are described in Volumes I, II and III, and consist of descriptions of the Models and Correlations, Code Assessment, and Uncertainty Methodology and Demonstration Plant Analyses, respectively.

In addition to the in-depth technical evaluation of the topical report, the contractor will be performing audit calculations for a selection of break sizes using state-of-the-art codes that includes both the RELAP5 and TRACE transient thermal hydraulic blowdown and heat-up codes. The contractor will also be required to perform separate computer calculations of separate effects and/or integral experiments to understand the behavior of key phenomenological behavior governing small break LOCA performance. Results of the in-depth review and evaluation, audit calculations and independent computer calculations will be documented in a final Technical Evaluation Report.

Technical expertise is required to assist the NRC staff in the review of the FSLOCATM methodology and codes used to perform best-estimate uncertainty analyses of the full spectrum of break sizes to supplement staff resources.

Under a previous contract, Contract No. GS23F0060L, NRC-HQ-11-F-03-0003, the NRC tasked Information Systems Laboratories, Inc. (ISL) to assist the NRC Staff with the technical review of Westinghouse Electric Co LLC Topical Report (TR) WCAP-16996-P in determining the technical acceptability of the thermal hydraulic methods and modeling techniques described in TR Volumes I, II, and III for application to best-estimate simulations of the large and small break loss-of-coolant accidents (LOCAs) in pressurized water reactors.

Recently, Westinghouse identified that the rewrite of the topical report will be delayed until the end of May 2015. The rewrite will result in significant changes to the topical report. The work anticipated under this task order requirement will build off of and continue the work performed to-date under contract number ISL contract number NRC-HQ-11-F-03-0003. In order to successfully complete the work anticipated under this task order requirement, the contractor will

need to revisit and be familiar with work previously completed under the above-referenced contract with ISL, contract number NRC-HQ-11-F-03-0003, in order to determine the acceptability of the final version of WCAP-16996-P. At the same time, the NRC expects that the contractor shall not duplicate work already completed under that previous contract.

3. PROJECT DESCRIPTION AND OBJECTIVE(S)

The objective of this task order requirement is to obtain technical expertise to assist the NRC staff in determining the technical acceptability of the thermal hydraulic methods and modeling techniques as described in topical report WCAP-16996-P for application to best-estimate simulations of the large and small break loss-of-coolant accidents in pressurized water reactors.

The Statement of Work (SOW) for this Task Order requirement falls within the Small Business Set-Aside part of NRC IDIQ Enterprise-Wide Contract entitled Technical Assistance in Support of Agency Environmental and Reactor Programs, paragraph 3.6 – Topical Reports.

4. STATEMENT OF WORK TASKS

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The contractor shall provide technical assistance in reviewing WCAP-16996-P. Specifically, the contractor will complete the review of WCAP-16996-P and build upon the results obtained during the previous review of the WCAP. The work performed by the contractor under this task order shall determine the acceptability of the revisions made to WCAP-16996-P and the acceptability of the final topical report as a whole, but shall not duplicate work already completed under ISL contract number NRC-HQ-11-F-03-0003.

In addition to the in-depth technical evaluation of the topical report, the contractor will be performing audit calculations for a selection of break sizes using state-of-the-art codes that includes both the RELAP5 and TRACE transient thermal hydraulic blowdown and heat-up codes. The contractor will also be required to perform separate computer calculations of separate effects and/or integral experiments to understand the behavior of key phenomenological behavior governing small break LOCA performance. The contractor shall document the results of the in-depth review and evaluation, audit calculations and independent computer calculations in a final Technical Evaluation Report.

Specific Tasks

- 1) Review and evaluate the vendor's response to any request for additional information. Participate in teleconference calls with the NRC and vendor as necessary to reach an understanding of the RAI response. Prepare a technical letter report.
- 2) Based on the results of the work performed to-date, prepare a draft technical evaluation report. Incorporate NRC comments and prepare a final technical evaluation report.
- 3) Based on the work performed to-date on this task order, prepare slides for the ACRS subcommittee meeting consisting of a summary of the key areas of the NRC staff's safety evaluation report on WCAP-16996-P. In particular, areas of specific interest to the ACRS should be addressed. Incorporate NRC comments and prepare final slides.

- 4) Prepare for and travel to the ACRS subcommittee meeting to support the NRC staff's presentation and answer questions as required. Prepare a trip report.
- 5) Prepare for and travel to the ACRS full committee meeting to support the NRC staff's presentation and answer questions as required. Prepare a trip report.
- 6) Provide Monthly Letter Status Reports.

5. APPLICABLE DOCUMENTS AND STANDARDS

A copy of the topical report WCAP-16996-P and all responses to RAIs will be provided, as required, by the COR or alternate COR. Standards or review guidance will be identified by the COR or alternate COR.

6. DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS

(All items to be delivered or milestones to be achieved must be specified along with all outputs/outcomes, including reporting requirements, with specific due dates or time frames. Include media type, quantity, and delivery point(s). This includes all varieties of deliverables whether a required briefing, MLSR, or final reports. (MLSR must include the information discussed in the base contract). State due dates in terms of calendar days after task order award. Each listed deliverable must trace back to a tasking statement in Section 4 asking for that deliverable. Identify distribution of deliverables, such as deliverables to the task order COR, task order CO and/or other technical staff.)

The contractor shall provide the deliverables stated in the table below, both in hard copy and electronic format unless directed by the COR. The electronic format shall be provided using a Microsoft-based product, (e.g., Outlook, Word, Excel, PowerPoint) unless the COR and the contractor specifically agree on another format. All deliverables shall be in the format of draft version, revision version with redline/strikeout with a change-control appendix, and a revised version which can be the final version. The contractor shall maintain appropriate revision control in an electronic format.

For each "final" deliverable (e.g., preliminary, draft, or final) that accomplishes a specific portion of a subtask activity, the contractor shall provide an electronic copy to the COR. The contractor shall explicitly state in its submittal that the product provided is the deliverable for Task/Subtask XX, as further described below.

The schedule for deliverables shall be contained in the approved Project Plan for the task order effort, which is included as a deliverable in the table below.

The contractor shall develop (as necessary), maintain, and control data, files, information, and deliverables pursuant to this task order

Deliverable Number	Description	Completion Date
1	A technical letter report detailing any additional information (RAIs) necessary to support a conclusion on the acceptability and validity of the models found in the revised topical report or stating that RAI responses have adequately addressed the RAI questions. Since the topical report volumes 1, 2 and 3 are being completely revised, a review of the changes will require additional effort.	1 month after receipt of the RAI response
2	A final technical evaluation report supporting a decision on the technical acceptability of the thermal hydraulic methods and modeling techniques as described in topical report WCAP-16996-P	1 month after Deliverable 1
3	A final slideshow for the ACRS subcommittee prepared in Microsoft PowerPoint.	1 month prior to the ACRS subcommittee meeting
4	Trip report	One week after the trip
5	Trip report	One week after the trip
6	Monthly Letter Status Reports in the format provided in Attachment 1	The 15 th of each month

The contractor shall submit the above deliverables to the task order CO and task order COR. Unless otherwise directed by the COR or the CO, the contractor must provide all deliverables except the Monthly Letter Status Reports (MLSR) as draft products. The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the COR and then deliver a revised version of the deliverable, which will then be considered the Final Version. When mutually-agreed upon between the contractor and the COR, the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the COR's comments on the previous draft.

7. GOVERNMENT-FURNISHED PROPERTY

Materials: A CD containing the topical report WCAP-16996-P will be sent to the contractor. A copy of Regulatory Guide 1.157 may be obtained from the NRC public website.

8. PERIOD OF PERFORMANCE

See Section F – Deliveries or Performance, NRCF030A PERIOD OF PERFORMANCE ALTERNATE 1, below.

9. PLACE OF PERFORMANCE

All work performed under this contract will be performed at the contractor's facility.

10. SPECIAL CONSIDERATIONS

OPTION 1

In the event that it should be necessary for the NRC to exercise the option period negotiated in this task order, the contractor will continue to perform the tasks that are delineated in this SOW. Should aspects of the work or delivery schedule need to be renegotiated, the COR will work with the contractor to develop a new schedule, and shall issue to the contractor a revised schedule in written form.

TRAVEL/MEETINGS

The contractor agrees to attend any post-award 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.

Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this contract/order. All travel requires written Government approval from the CO, unless otherwise delegated to the COR.

Travel will be reimbursed in accordance with FAR 31.205-46, "Travel costs" and the General Services Administration's Federal Travel Regulations at:
<http://www.gsa.gov/portal/content/104790>

SECURITY

Work performed under this contract will require access to Sensitive Unclassified Non-Safeguards Information (SUNSI). Specifically, the contract requires access to proprietary information.

The contractor shall safeguard documents containing proprietary information against unauthorized disclosure. After completion of work, the contractor must either destroy the documents or return them to the NRC. If they are destroyed, please confirm this in an e mail to the COR with a copy to the CO and include the date and manner in which the documents were destroyed.

PHYSICAL SECURITY

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

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.

KEY PERSONNEL

See Section H – Special Contract Requirements, **2052.215-70 KEY PERSONNEL. (JAN 1993)**, below.

LICENSE FEE RECOVERY

All work under this task order is license fee recoverable.

GENERAL CONTRACTOR PERSONNEL

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."

SUBCONTRACTING

The Contractor is granted the authority to subcontract to Information Systems Laboratories (ISL) in order to complete the effort under this task order requirement.

OTHER CONSIDERATIONS

It is understood that only those portions of the topical report which have been revised since the publication of the previous report, i.e., WCAP-16009-P-A, "Realistic Large-Break LOCA Evaluation Methodology Using the Automated Statistical Treatment of Uncertainty Method (ASTRUM)," dated January 2005, are to be reviewed and evaluated. These portions are clearly marked in the topical report.

It is understood that the contractor shall recommend, from the available experimental data, appropriate separate effects or integral tests to investigate the phenomena of interest.

It is understood that only existing input decks shall be used to perform separate effects and integral test calculations described in Subtasks g. of Tasks 1, 2 and 3; that is to say, there will be no effort spent on the preparation of plant decks or integral systems experimental decks, i.e. Semiscale or other appropriate available decks to be identified. However, limited, minor modifications, i.e., those not exceeding 40 hours, to existing decks are permissible. It is further understood that if more than 40 hours are required to complete the work, that these hours will be redirected from another Task through a Letter of Technical Direction, or a modification to the contract will be processed.

It is understood that the separate effects may include, but are not limited to, loop seal clearing (impact on core uncover and PCT), injection section condensation (impact on RCS depressurization), and two-phase level swell. Integral tests may include, but not limited to, Semiscale and/or ROSA small break LOCA tests.

It is assumed that the contractor has operating versions of the RELAP5 and the TRACE computer codes in order to be able to perform the calculations.

It is understood that a monthly expense variance greater than 10 percent must be explained in the "Problem/Resolution" section of the monthly letter status report. It is further understood that once a variance reaches 15 percent, that these additional hours will be redirected from another Task through a Letter of Technical Direction, or a modification to the contract will be processed.

SECTION F - Deliveries or Performance

NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

The Basic Period of this order shall commence on May 4, 2015 and will expire on May 3, 2016. Option 1 (CLIN 0002) of this task order (if exercised) shall commence on May 4, 2016 and will expire on May 3, 2017.
(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:

Subject Matter Expert/Principal Scientist – Dr. Victor Vesselin Palazov

*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: Evan Davidson
Address: US NRC
Office of New Reactors
MS O10F04
Washington DC 20555
Telephone Number: 301-415-1342
Email: Evan.Davidson@nrc.gov

The alternate contracting officer's representative is:

Name: Leonard Ward
Address: US NRC

Office of New Reactors
MS O10F04
Washington DC 20555
Telephone Number: 301-415-2866
Email: leonard.ward@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