

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

22

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

1. DATE OF ORDER 1/23/2017		2. CONTRACT NO. (If any) NRC-HQ-50-14-E-0001		6. SHIP TO:				
3. ORDER NO. NRC-HQ-20-17-T-0002		4. REQUISITION/REFERENCE NO. NRR-17-0017		a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION				
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION				
				c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20555-0001		
7. TO: PAUL MALDONADO				f. SHIP VIA				
a. NAME OF CONTRACTOR S W R I				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. 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.				
c. STREET ADDRESS 6220 COLEBRA RD								
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385166					
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF ADMINISTRATION				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT		
<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								
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/28/2018		16. DISCOUNT TERMS 30		
a. INSPECTION Destination		b. ACCEPTANCE Destination						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide services in accordance with the statement of work entitled, "Technical Assistance to Review Actions Related to Post-Fukushima Mitigating Strategies and Compliance with NRC Order EA-12-049 at U.S. Nuclear Power 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 ROCKVILLE						d. STATE MD	e. ZIP CODE 20852-2738	17(i) GRAND TOTAL
						\$442,710.00		
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) SHARLENE M. MCCUBBIN TITLE: CONTRACTING/ORDERING OFFICER				

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Prescribed by GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 27 2017

ADM002

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

PAGE NO

2

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

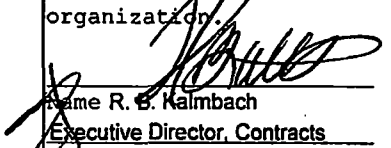
DATE OF ORDER

CONTRACT NO.

NRC-HQ-50-14-E-0001

ORDER NO.

NRC-HQ-20-17-T-0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Plants " which is incorporated in pages 3-22 of this task order.</p> <p>Task Order Ceiling Amount: \$442,710.00 Task Order Obligation Amount: \$125,000.00</p> <p>Contractor acceptance of this Task Order No. NRC-HQ-20-17-T-0002 under contract no. NRC-HQ-50-14-E-0001 should be made by having an official, authorized to bind your organization.</p> <p> Name R. B. Kalmbach Executive Director, Contracts Title January 20, 2017 Date</p> <p>Accounting Info: 2017-X0200-FEEBASED-20-20D110-1062-11-4-212-252A-11-4-212-1062 Period of Performance: 01/23/2017 to 09/28/2018</p>					

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

\$0.00

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SECTION B - Supplies or Services/Prices	4
B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION	4
NRCB040A CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALT I ..	4
SECTION C - TASK ORDER STATEMENT OF WORK (SOW).....	5
SECTION D - Packaging and Marking.....	12
D.1 NRCD010 PACKAGING AND MARKING	12
SECTION E - Inspection and Acceptance.....	13
E. 1 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)	13
SECTION F - Deliveries or Performance.....	14
F.1 NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013) ..	14
F.2 NRCF010 PLACE OF DELIVERY-REPORTS	14
SECTION G - Contract Administration Data.....	15
G.1 NRCG030 ELECTRONIC PAYMENT (SEP 2014)	15
G.2 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS	15
G.3 NRCH470 GREEN PURCHASING (SEP 2013)	15
G.4 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES	16
SECTION H - Special Contract Requirements	17
H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST... 17	17
H.2 2052.215-70 KEY PERSONNEL (JAN 1993).....	19
H.3 2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999).....	20

SECTION B - Supplies or Services/Prices**B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Technical Assistance to Review Actions Related to Post-Fukushima Mitigating Strategies and Compliance with NRC Order EA-12-049 at U.S. Nuclear Power Plants

(b) Summary work description: The objective of this contract task order is to obtain expert technical assistance to support NRC staff in evaluating plant-specific aspects and actions implemented in response to lessons learned from the nuclear accident at Fukushima Dai-ichi. This will involve reviewing the sequence of events and acceptability of licensee actions and FLEX equipment capabilities regarding mitigating strategies at U.S. nuclear power plants developed in response to NRC Order EA-12-049. Specifically, the objectives of this task order are to quickly obtain expert technical support for reviews of balance of plant systems capabilities, equipment and personnel habitability reviews following the loss of normal environmental control, and FLEX equipment capabilities to identify whether key elements of final integrated plans (FIPs) are present, and to develop SE inputs regarding the licensees' mitigating strategies and FIPs.

(End of Clause)

B.2 PRICE/COST SCHEDULE

CLIN NO.	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL CPAF
00001	Technical Assistance to Review Actions Related to Post-Fukushima Mitigating Strategies and Compliance with NRC Order EA-12-049 at U.S. Nuclear Power Plants			\$442,710.00

NRCB040A CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALT I

(a) The total estimated cost to the Government for full performance of this contract is **\$442,710.00** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee.

(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) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of [REDACTED] percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed [REDACTED] percent of the total fee or \$ [REDACTED] whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is [REDACTED].

(End of Clause)

SECTION C - TASK ORDER STATEMENT OF WORK (SOW)

C.1 Project Title

Technical Assistance to Review Actions Related to Post-Fukushima Mitigating Strategies and Compliance with NRC Order EA-12-049 at U.S. Nuclear Power Plants

C.2 Background

To address lessons learned from the accident at the Fukushima Dai-ichi Nuclear Power Plant caused by the March 2011 Tohoku earthquake and subsequent tsunami, the Nuclear Regulatory Commission established a Near-Term Task Force (NTTF) to conduct a systematic review of U.S. Nuclear Regulatory Commission (NRC) processes and regulations and to determine if the NRC should make additional improvements to its regulatory framework. The NTTF developed a set of recommendations, documented in SECY-11-0093, "Near-Term Report and Recommendations for Agency Actions Following the Events in Japan," dated July 12, 2011, intended to clarify and strengthen the regulatory framework for protection against natural hazards.

NTTF Recommendation 4 focused on strengthening capabilities and developing strategies to mitigate the effects of prolonged station blackout conditions resulting from a beyond-design-basis external event (BDBEE) at U.S. nuclear power plant sites. On February 17, 2012, the NRC staff provided SECY-12-0025, "Proposed Orders and Requests for Information in Response to Lessons Learned from Japan's March 11, 2011, Great Tohoku Earthquake and Tsunami," to the Commission. This paper included a proposal to order licensees to implement enhanced BDBEE mitigation strategies. As directed by Staff Requirements Memorandum SRM-SECY-12-0025, the NRC staff issued Order EA-12-049, "Order Modifying Licenses with Regard to Requirements for Mitigation Strategies for Beyond-Design-Basis External Events" on March 12, 2012.

Order EA-12-049 directed licensees to develop, implement, and maintain guidance and strategies to maintain or restore core cooling, containment, and spent fuel pool (SFP) cooling capabilities in the event of a BDBEE. Order EA-12-049, Attachment 2, requires that operating power reactor licensees and construction permit holders use a three-phase approach for mitigating BDBEEs. The initial phase requires the use of installed equipment and resources to maintain or restore core cooling, containment and SFP cooling capabilities. The transition phase requires providing sufficient, portable, onsite equipment and consumables to maintain or restore these functions until they can be accomplished with resources brought from off site. The final phase requires obtaining sufficient offsite resources to sustain those functions indefinitely. The timing of when to transition to the next phase is determined by plant-specific analyses. While the initiating event is undefined, it is assumed to result in an extended loss of ac power (ELAP) with loss of normal access to the ultimate heat sink (LUHS). Thus, the ELAP with LUHS is used as a surrogate for a BDBEE.

On August 21, 2012, following several submittals and discussions in public meetings with NRC staff, the Nuclear Energy Institute (NEI) submitted document NEI 12-06, "Diverse and Flexible Coping Strategies (FLEX) Implementation Guide," Revision 0 to the NRC to provide specifications for an industry-developed methodology for the development, implementation, and maintenance of guidance and strategies in response to the Mitigation Strategies order. The NRC staff reviewed NEI 12-06 and on August 29, 2012, issued Japan Lessons-Learned Directorate (JLD) Interim Staff Guidance (ISG) JLD-ISG-2012-01, "Compliance with Order

EA-12-049, Order Modifying Licenses with Regard to Requirements for Mitigation Strategies for Beyond-Design-Basis External Events," endorsing NEI 12-06, Revision 0, with comments, as an acceptable means of meeting the requirements of Order EA-12-049. On December 10, 2015, NEI submitted Revision 2 to NEI 12-06 incorporating a number of lessons learned from licensee implementation of mitigating strategies to date. On January 22, 2016, the NRC staff issued JLD-ISG-2012-01, Revision 1 endorsing NEI 12-06, Revision 2, with comments, as an acceptable means of meeting the requirements of Order EA-12-049.

The NRC staff is reviewing licensees' mitigating strategies for compliance with Order EA-12-049 and documenting the results in safety evaluations (SEs) for each site.

C.3 Objective

The objective of this contract task order is to obtain expert technical assistance to support NRC staff in evaluating plant-specific aspects and actions implemented in response to lessons learned from the nuclear accident at Fukushima Dai-ichi. This will involve reviewing the sequence of events and acceptability of licensee actions and FLEX equipment capabilities regarding mitigating strategies at U.S. nuclear power plants developed in response to NRC Order EA-12-049. Specifically, the objectives of this task order are to quickly obtain expert technical support for reviews of balance of plant systems capabilities, equipment and personnel habitability reviews following the loss of normal environmental control, and FLEX equipment capabilities to identify whether key elements of final integrated plans (FIPs) are present, and to develop SE inputs regarding the licensees' mitigating strategies and FIPs.

C.4 Scope of Work

Provide technical review of the mitigating strategies developed by licensees as required by Order EA-12-049. More specifically, the review is in the balance of plant technical area (including habitability and equipment capability) and covers the sequence of events, the acceptability of licensee actions and timing thereof, and the capabilities of the equipment that supports mitigating strategies. The review covers pressurized water reactors and boiling water reactors, as needed, using methodologies and criteria that have been developed by the NRC staff for this purpose.

C.4.1 Tasks

Task 1: Technical Coordination / Kick-off Meeting

The Contractor's Program Manager and Subject Matter Experts shall participate in a project kickoff and orientation meeting which will prepare the Contractor for the specific review and analysis activities of this task order. The kickoff is anticipated to occur within two weeks after award of the task order. The meeting will be held at NRC Headquarters in Rockville, Maryland and will last up to a maximum of 2 days. The meeting will focus on the NRC methodology for balance of plant systems (including habitability and equipment capability) review of mitigating strategies. The meeting will provide guidance on NRC Order EA-12-049, related industry and NRC guidance documents, applicable licensee submittals, NRC staff balance of plant and habitability systems review methods and tools, desired review and analysis activities (contract tasks), deliverables, communication protocols, technical consultation with appropriate NRC staff, handling sensitive unclassified information, NRC security / badge requirements, standards for safety evaluation review, Microsoft requirements, etc.

Task 2: Acceptance Review Input for Licensee FIPs

The Contractor will conduct an initial review of each assigned licensee's FIP and electronic reading room (e-portal) documents to: (1) determine whether the licensee has provided sufficient information related to the balance of plant systems (including habitability and equipment capability) subject areas needed for the staff's review, and (2) identify whether the staff review is likely to be complex and/or require above average interaction with the licensee. The Contractor will document the results of this acceptance review in a brief report. The specific format of this report will be determined at the kick-off meeting, but will likely be in the form of a Microsoft® Word template / worksheet provided by the NRC staff, in which the reviewer will briefly summarize key information from the licensee's FIP or identify the location of the needed information in the FIP, e-portal, or other licensee documents. This task may also include participation in conference calls with the licensee and / or NRC staff to identify or locate needed information in the FIP or e-portal, or to alert the licensee of the potential need for additional information.

The acceptance review report will be due to the NRC technical branch chief or the designated NRC technical reviewer at dates to be determined at the kickoff meeting, or as communicated by the COR in advance, normally 7 calendar days after receipt of the licensee's FIP. The acceptance review report will be submitted by electronic format, typically by e-mail, or by saving the report to a mutually agreed shared-access network site. The Contractor will develop acceptance review reports for up to 21 nuclear power plant sites, as assigned by the COR or NRC technical branch chief.

Task 3: Draft SE input preparation for balance of plant SE sections related to Order EA-12-049:

The Contractor shall review the licensee's plant-specific mitigating strategy through applicable licensee submittals and mitigating strategies information (e.g., licensee's FIP, information provided via the licensee's e-portal, NRC staff's Interim Staff Evaluation, NRC staff audit summary report and SE tracker document, licensee 6-month updates, additional supplemental licensee information or revisions, etc.) as discussed in the kick-off meeting to develop draft SE input for the balance of plant related sections of the SE for each assigned licensee. This draft SE input will document the reviewer's assessment of the licensee's compliance with Order EA-12-049 with respect to the balance of plant systems (including habitability and equipment capability) area of review. SE inputs are to be developed on a site basis, covering all power reactors at a particular site. The Contractor shall identify to the NRC staff any technical areas that cannot be resolved from the information available at the earliest opportunity, and in any case, no later than 21 calendar days following receipt of the licensee's FIP. This task may also include conference calls with NRC staff and / or the licensee, as needed, to resolve technical concerns or obtain needed supplemental information. The draft SE input will be due to the applicable NRC technical branch chief or the designated NRC technical reviewer at dates to be determined at the kickoff meeting, or as communicated by the COR in advance, normally 42 calendar days after receipt of the licensee's FIP. The Draft SE input will be submitted by electronic format, typically by e-mail and / or by saving the document to a mutually agreed shared-access network site.

The Contractor will develop draft SE inputs for up to 21 nuclear power plant sites, as assigned by the COR or NRC technical branch chief.

Task 4: Final SE input preparation for balance of plant SE sections related to Order EA-12-049:

The NRC staff will review the Contractor's draft SE input and provide comments by e-mail and/or by conference call for any areas requiring revision, correction, or further information. The Contractor shall resolve all NRC staff comments and submit the necessary revisions in a Final SE input for the balance of plant related sections of the SE. The Final SE input will be due to the applicable NRC technical branch chief or the designated NRC technical reviewer at dates to be determined at the kickoff meeting, or as communicated by the COR in advance, typically within 7 calendar days after receipt of the NRC staff's comments. The Final SE input will be submitted by electronic format, typically by e-mail and / or by saving the document to a mutually agreed shared-access network site.

The Contractor will develop Final SE inputs for up to 21 nuclear power plant sites, as assigned by the COR or NRC technical branch chief. If the NRC staff informs the Contractor that it has no comments on the Draft SE input requiring revision, then the Draft SE input will be considered the Final SE input and no further submittal from the Contractor shall be required for that site.

C.5 Reporting Requirements

The contractor shall provide the following reports in Microsoft® Word format, submitted electronically to the Contracting Officer (CO) and the COR.

C.5.1 Monthly Letter Status Report (MLSR)

The contractor shall provide a Monthly Letter Status Report which consists of a technical progress report and financial status report. 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 activities and producing deliverables. The report shall include order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

C.5.2 Final Report

The contractor shall provide a final report summarizing the work performed and the results and conclusions under this order.

C.6 Deliverables and Delivery Schedule

Section #	Deliverable	Due Date	Format	Submit to
C.4.1	Task 2 [Acceptance Review Input for Licensee FIPs]	TBD – typically 7 calendar days following receipt of each licensee's FIP, unless specified otherwise by e-mail from the COR or NRC Technical Branch Chief	Word Document	COR, NRC Technical Branch Chief, or the designated NRC technical reviewer
C.4.1	Task 3 [Draft SE input for reactor systems SE sections]	TBD – typically 42 calendar days following receipt of each licensee's FIP, unless specified otherwise by e-mail from the COR, NRC Technical Branch Chief, or the designated NRC technical reviewer	Word Document	COR, NRC Technical Branch Chief, or the designated NRC technical reviewer
C.4.1	Task 4 [Final SE input for reactor systems SE sections]	TBD – typically 7 calendar days following receipt of NRC staff's comments on the corresponding draft SE input, unless specified otherwise by e-mail from the COR, NRC Technical Branch Chief, or the designated NRC technical reviewer	Word Document	COR, NRC Technical Branch Chief, or the designated NRC technical reviewer
C.5.1 MLSR	Monthly Report	20 th calendar day of the following month	Word Document	CO/COR
C.5.2 Final Report	Final Report	30 calendar days prior to contract expiration	Word Document	COR

The contractor shall provide deliverables in Microsoft® Word format, unless other software is approved in writing by the NRC COR. Deliverables shall be provided in electronic format (and hard copy, if requested). The electronic versions of the deliverables shall be delivered to the NRC COR and the NRC Technical Branch Chief, or the designated NRC technical reviewer. Unless the contract is otherwise bilaterally modified by the parties, the contractor shall submit deliverables by the draft due dates in the deliverable table. The NRC COR will provide a revised schedule of activities, deliverables, and milestones for the project as the project progresses.

Unless otherwise specified below, for all tasks, the contractor shall provide all deliverables as draft products. The NRC 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 NRC COR, and, within 5 business days, deliver the final version of the deliverable, unless otherwise specified in the deliverable table. When mutually agreed upon between the contractor and the NRC COR, the contractor may submit preliminary or partial drafts to ensure the contractor understands the particular work requirement.

The contractor shall provide all data produced under this contract to the NRC COR at the conclusion of the contract. All data first produced in performance of this contract are subject to FAR clause 52.227-14, Rights in Data—General (Dec 2007), which is hereby incorporated by reference.

C.7 Applicable Documents and Standards

The NRC COR will furnish the following materials to the contractor. Upon request, other background information and reference materials will be provided to the contractor, if available.

- Industry generic analyses methodologies (e.g., topical reports) and the NRC staff's endorsement letters, which typically include conditions and limitations
- NRC staff's review tools
- Plant-specific documentation, including each licensee's FIP, the NRC staff's Interim Staff Evaluation, audit summary report, SE tracking spreadsheet, and the SE templates (in Word, plant-design-specific). Additional licensee-specific information (such as the Overall Integrated Plan, 6 month updates, etc.) will be provided, as needed.
- Access to plant-specific documentation, including the UFSAR and licensee's e-portal.

C.8 Section 508 – Electronic and Information Technology Standards

N/A

C.9 Place of Performance

Work will be performed at Center for Nuclear Waste Regulatory Analyses (CNWRA) facilities. The project kickoff and orientation meeting will be held at NRC headquarters. Subsequent meetings and review efforts may be performed at NRC headquarters, if desired or as needed, subject to the requirements of section C.10, "Contractor Travel."

C.10 Contractor Travel

Project kickoff and orientation meeting at NRC headquarters in Rockville, MD to discuss expectations, establish communication, etc. for three to four staff, within the first 2 weeks after the task order is awarded.

Additional travel may be necessary and will be conducted on an as-needed basis. For example: Follow-up meetings at NRC headquarters for additional project coordination or consistency reviews, as needed.

The contractor shall request and obtain approval from the COR before incurring any travel costs.

C.11 Applicable Publications (Current Editions)

The contractor shall comply with the following applicable regulations, publications, manuals, and local policies and procedures:

1. NUREG-1379, NRC Editorial Style Guide.
<http://pbadupws.nrc.gov/docs/ML0932/ML093280744.pdf>

C.12 Security

This work will be UNCLASSIFIED; it might contain proprietary information.

SECTION D - Packaging and Marking

D.1 NRCD010 PACKAGING AND MARKING

- (a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.
- (b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.
- (c) Additional packaging and/or marking requirements are as follows: Not Applicable.

(End of Clause)

SECTION E - Inspection and Acceptance

E. 1 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

(End of Clause)

SECTION F - Deliveries or Performance

F.1 NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on the effective date of this task order-09/29/2018.

(End of Clause)

F.2 NRCF010 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

a. Contracting Officer's Representative (COR) (1 electronic copy)

Name: Stephen Philpott, NRR/JLD
Mail Stop: OWFN-13C6
Phone: 301-415-2365
E-mail: Stephen.Philpott@nrc.gov

Alternate Contracting Officer's Representative (COR): N/A

b. Contract Specialist (1 electronic copy)

Name: Sharlene McCubbin
Sharlene.McCubbin@nrc.gov

(End of Clause)

SECTION G - Contract Administration Data

G.1 NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

(End of Clause)

G.2 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

G.3 NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

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

(End of Clause)

G.4 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

(End of Clause)

SECTION H - Special Contract Requirements

H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Nathan Hall
Daniel Speaker
John Crosby

Principal Investigator, Senior Research Engineer
Nuclear Engineer
Reactor Engineer, Consultant

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)

H.3 2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999)

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

Name: Stephen Philpott, NRR/JLD
Phone: 301-415-2365
E-mail: Stephen.Philpott@nrc.gov

U.S. Nuclear Regulatory Commission
Orders Management Branch
Japan Lessons Learned Division
Office of Nuclear Reactor Regulation

The Contracting Officer's authorized alternate representative hereinafter referred to as the Alternate Contracting Officer Representative for this contract is:

Name: Frankie Vega
Phone: 301-415-1617
E-Mail: Frankie.Vega@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)