

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 09/27/2017		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0006		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. NRC-HQ-20-17-T-0003		4. REQUISITION/REFERENCE NO. NRR-17-0166		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO: WILLIAM ARCIERI				f. SHIP VIA	
a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<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.	
c. STREET ADDRESS 11140 ROCKVILLE PIKE				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.	
d. CITY ROCKVILLE		e. STATE MD	f. ZIP CODE 20852-3106		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NEW REACTORS	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" 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) 10/01/2017	
				16. DISCOUNT TERMS 30	

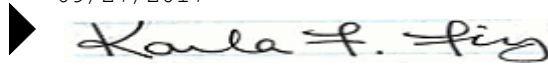
## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order entitled, "Follow-On for North Carolina State University (NCSU) Safety Evaluation Input Development for License Amendment" under Enterprise-wide contract no. NRC-HQ-25-14-E-0006.  Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	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	\$40,892.01	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

09/27/2017



23. NAME (Typed)  
KARLA F. GARCIA  
TITLE: CONTRACTING/ORDERING OFFICER

# ORDER FOR SUPPLIES OR SERVICES

## SCHEDULE - CONTINUATION

PAGE NO  
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/27/2017	NRC-HQ-25-14-E-0006	NRC-HQ-20-17-T-0003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Total Obligated Amount: \$14,500.00 Base and Exercised Options: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Base and All Options: \$40,892.01</p> <p>Contracting Officer's Representative (COR): Duane Hardesty Email: Duane.Hardesty@nrc.gov Phone: 301-415-3724</p> <p>Contractor POC: William Arcieri Email: BillA@islinc.com Phone: 301-255-2275</p> <p>_____ ISL Authorized Rep.                      Date Accounting Info: 2017-X0200-FEEBASED-20-20D006-1061-11-4-178- 252A-11-4-178-1061 Period of Performance: 10/01/2017 to 06/30/2018</p>					

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

\$0.00

**TASK ORDER – Unrestricted Business EWC IDIQ for Information Systems Laboratories, Inc.**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Follow-On for North Carolina State University (NCSU) Safety Evaluation Input Development for License Amendment.

(b) Summary work description: The purpose of this task order is to obtain a final safety evaluation (SE) input for the license amendment request (LAR) review to assist the NRC staff in determining the technical adequacy of the NCSU license amendment request in accordance with review guidance provided in NUREG-1537, Part 2, "Guidance for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors." This safety evaluation input will form the basis for the NRC staff to use to complete the Safety Evaluation Report (SER) for the NCSU license amendment review.

**B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS**

(a) The ceiling of this order for services is [REDACTED].

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is **\$14,500.00** [REDACTED] in Cost, [REDACTED] in fixed fee). The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

(e) Fixed Fee Holdback Amount: [REDACTED].

(End of clause)

**B.3 PRICE/COST SCHEDULE**

Base Period of Performance: October 1, 2017 – June 30, 2018

CLIN	DESCRIPTION	ESTIMATED COST
0001	Labor	[REDACTED]
0002	ODCs	[REDACTED]

<b>SUBTOTAL</b>		
0004	Indirect Cost Pool (includes G&A, Fringe, Overhead and Subcontractor Handling)	
<b>SUBTOTAL (rounded)</b>		
0005	Fixed-Fee	
<b>TOTAL</b>		

Optional Task 3: October 1, 2017 – June 30, 2018

CLIN	DESCRIPTION	ESTIMATED COST
0001	Labor	
0002	ODCs	
<b>SUBTOTAL</b>		
0004	Indirect Cost Pool (includes G&A, Fringe, Overhead and Subcontractor Handling)	
<b>SUBTOTAL</b>		
0005	Fixed-Fee	
<b>TOTAL</b>		

Total Order Cost (Inclusive of Options)

Total Order Fixed Fee (Inclusive of Options)

**Total Order Ceiling (Inclusive of Options)**

**\$40,892.01**

## DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### TASK ORDER STATEMENT OF WORK (SOW)

#### ***“Follow-On for North Carolina State University (NCSU) Safety Evaluation Input Development for License Amendment”***

#### **1. PROJECT TITLE AND DESCRIPTION**

This project is titled: “Follow-On for North Carolina State University (NCSU) Safety Evaluation Input Development for License Amendment.”

The purpose of this task order is to obtain a final safety evaluation (SE) input for the license amendment request (LAR) review to assist the NRC staff in determining the technical adequacy of the NCSU license amendment request in accordance with review guidance provided in NUREG-1537, Part 2, “Guidance for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors.” This safety evaluation input will form the basis for the NRC staff to use to complete the Safety Evaluation Report (SER) for the NCSU license amendment review.

The Statement of Work (SOW) for this Task Order falls within the unrestricted part of NRC IDIQ Enterprise-Wide Contract entitled Technical Assistance in Support of Agency Environmental and Reactor Programs, paragraph 3.2, Licensing Support.

#### **2. BACKGROUND**

The U.S. Nuclear Regulatory Commission’s (NRC) Office of Nuclear Reactor Regulation (NRR) is responsible for the licensing and regulatory oversight of civilian nuclear power reactors and research and test reactors in the United States. NRR implements regulations and develops and implements policies, programs, and procedures pertaining to all aspects of licensing and inspection of these facilities. One of NRR’s responsibilities is to evaluate and process requests for licensing actions, including applications for license amendment, from research and test reactor (RTR) licensees.

The North Carolina State University (NSCU or the licensee) has applied for a license amendment to Operating License No. R-120, for the PULSTAR Nuclear Reactor (Agencywide Documents Access and Management System (ADAMS) Accession No. ML13085A400). The licensee’s existing safety analysis is currently based on fueled experiments for isotopes of uranium (U) and plutonium (Pu) using cumulative fission yields. The license amendment requests to permit fueled experiments using any fissionable material based on limiting doses to less than 10 percent of the applicable Title 10 of the *Code of Federal Regulations* (10 CFR) limits for members of the public and occupational workers. Additionally, the analysis uses independent fission yields with a time dependent activity buildup from production and decay rather than cumulative fission yields as was done previously.

The purpose of this statement of work is to obtain necessary technical expertise to perform confirmatory code calculations, and develop a Final SE input to assist the NRC staff in determining the technical adequacy of the NCSU license amendment request consistent with review guidance provided in NUREG-1537, Part 2, "Guidance for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors." The scope of the technical support needed is detailed in Section 4, Scope of Work.

### **3. SCOPE OF WORK**

The objective of this task order is to obtain a final SE input document to be used by the NRC staff to complete the LAR SER for the NCSU facility operating license. The contractor must provide all resources necessary to accomplish the tasks and deliverables described in this statement of work (SOW). Specifically, the contractor shall review the information listed below (provided by the NRC staff):

- NCSU's Revised Safety Analysis Report;
- NCSU's proposed technical specifications; and
- Other related information, as necessary.

The NRC COR will conduct a kickoff meeting via a meeting or a telephone conference call to discuss the status of the LAR review, provide the referenced information needed to complete the review, and discuss any questions that may arise. Routine telephone conversations between the NRC COR and the contractor will occur as necessary throughout the contract period.

Following this kickoff meeting, the contractor shall review the LAR and perform independent confirmatory calculations using codes and methodologies approved by the NRC COR and develop SE input for the staff's safety evaluation report. Specifically, the contractor shall review the information provided in the licensee's safety analysis report and the proposed technical specifications, using the guidance provided in NRC NUREG-1537. The contractor shall provide SE input based on its review and evaluation of the information provided in the licensee's revised safety analysis report and ensure that the SE input is supported by reference to this revised safety analysis report. Confirmatory calculations are to be provided with SE input documenting confirmatory calculations of the analyses to validate the accuracy of the licensee's submitted information, consistent with the guidance in NUREG-1537. Additionally, the contractor shall perform a comprehensive review of the licensee's proposed technical specifications (TS) to ensure technical adequacy of the proposed TSs.

The NRC anticipates that additional RAIs will be required during the course of the review. The contractor shall communicate the need for additional information to the NRC COR who will obtain the necessary information from the licensee as soon as possible during the review. All communication to the licensee by the contractor must be done through the NRC COR.

The NRC does not anticipate that a site visit will be necessary for the contractor to complete this work. The contractor's review will be done in-office from documents and material provided by the NRC staff. As the NRC COR determines necessary, telephone conference calls may be conducted between the contractor and the NRC COR. If the contractor believes conference calls or other communications with the licensee are necessary, the contractor shall discuss and make arrangements through the NRC COR. The contractor shall not contact the licensee directly. All facilities for telephone conferences will be arranged by the NRC COR using existing NRC conference facilities (e.g., bridge lines).

The contractor shall provide a presentation of their confirmatory analysis findings as a task order deliverable (Task 1a). Following review by the NRC COR of calculation results, the contractor shall incorporate any NRC COR comments and provide the final confirmatory analyses.

The contractor shall incorporate final confirmatory analyses into the draft SE input as a task order deliverable (Task 2a). The NRC COR will provide the contractor with comments on the draft SE input. The contractor shall address the NRC COR's comments and generate the final SE deliverable (Task 2b).

## **TASK ORDER CLIN STRUCTURE**

The Basic Contract Line Item (CLIN) for this Task Order will encompass all of the tasks outlined below. The Option CLIN for this Task Order will be for the continuation of all of the tasks outlined below, to be exercised via task order modification, at the discretion of the task order COR.

## **4. SPECIFIC TASKS**

The contractor shall perform the tasks below in accordance with the estimated completion schedule. The specific dates for these deliverables will be agreed upon between the NRC COR and the contractor prior to start of work. The NRC COR will arrange to conduct a kick-off meeting within 10 working days of contract award.

### **Task 1     Review August 22, 2017 Submittal and Provide Review Plan**

The contractor shall review the August 22, 2017, letter (ADAMS Accession No. ML17237A205), in which NCSU provided additional information in support of the NCSU LAR. The contractor shall provide a review plan outlining its strategy to complete the NCSU LAR review, including any necessary confirmatory calculations, to provide a final SE input in conformance with the guidance in NUREG-1537. The contractor shall meet with the

NRC COR to discuss the review plan and provide a final review plan, incorporating the NRC COR's comments resulting from the meeting. The contractor shall not start work on other tasks in this SOW until receiving written instruction from the NRC COR.

### **Standard**

The review plan shall provide a comprehensive strategy to complete the NSCU LAR review. The review plan shall be provided to the NRC COR prior to the review plan meeting and as a Word file, and follow the guidance in NUREG-1379, "NRC Editorial Style Guide," Rev. 2. The review plan shall be on time and in the specified format.

### **Deliverable**

Review Plan outline the contractor's strategy for completing the NCSU LRA review. Meeting with the NRC COR to discuss the review plan – 2 weeks after contract award. The final review plan shall be provided to the NRC COR 1 week after the review plan meeting.

### **Task 2: Develop SE Input**

#### **Task 2a: Develop Draft SE Input and Document Final Independent Confirmatory Calculations of NCSU's Analyses**

### **Requirement**

Based on the requirements of 10 CFR Parts 20, 30, 40, 50 and 70 as appropriate, and the guidance contained in NUREG-1537, the contractor shall review the information provided by the NRC COR related to the NCSU LAR and develop a Draft SE input document consistent with the guidance in NUREG-1537 and incorporating the Final independent confirmatory calculations of Task 1b. The Draft SE input shall state the applicable regulations or standards, discuss the licensee's method by specific SAR or TS reference for satisfying the regulations or standards, and provide an analysis of whether the licensee's method does indeed satisfy the regulations or standards. The input decks and all associated data with performing the confirmatory calculations and code runs must be provided to, and are the property of, the NRC. The Draft SE input was provided to the NRC COR via Enterprise Wide Contract No. NRC-HQ-25-14-E-0006, Task Order NRC-HQ-20-15-T-0002. The contractor is to incorporate NRC's comments and provide a comprehensive draft SE input as well as provide a documentation of the analyses for the independent confirmatory calculations.

### **Standard**

The Draft SE input shall be consistent with the review guidance contained in NUREG-1537. The document shall be provided to the NRC COR as a Word file, and shall follow the guidance in NUREG-1379, "NRC Editorial Style Guide," Rev. 2. The Draft SE input shall be submitted to the NRC COR on time, and be technically acceptable, with no spelling or grammatical errors and in the specified format.



The Draft SE input shall describe the contractor's evaluation of the licensee's conformance to regulatory requirements and shall clearly identify the basis of acceptability for each of the proposed technical specifications. If the contractor determines that there are areas where additional information is warranted, the contractor shall communicate this information to the NRC COR as soon as possible.

Any information requested by the contractor will include the related technical and/or regulatory bases (e.g., 10 Code of Federal Regulations, or NUREG-1537, ANSI/ANS, etc.).

### **Deliverable**

Draft SE Input – Delivered to NRC COR:

- In accordance to the Final Review Plan.

### **Task 2b: Provide Final SER Input**

#### **Requirement**

The NRC COR will review the Draft SE input incorporating the Final independent confirmatory calculations and provide comments back to the contractor. The contractor shall review and evaluate the NRC COR's comments to the Draft SE input and provide a Final SE input with the basis for acceptability for the supporting safety conclusions based on the guidance provided in NUREG-1537 that incorporates, as appropriate, all licensee RAI responses and the NRC COR's comments.

#### **Standard**

The Final SE input shall be provided to the NRC COR as a Word file, and follow the guidance in NUREG-1379, "NRC Editorial Style Guide," Rev. 2. The Final SE input shall be on time, and be technically acceptable, with no spelling or grammatical error and in the specified format.

#### **Deliverable**

Final SE Input – Delivered to the NRC COR, two weeks following receipt of the NRC staff comments on the Draft SE input (Task 2a).

### **Optional Task 3: Additional Related Support**

#### **Requirement**

If requested by the NRC COR, the contractor shall provide up to **80** hours of related technical support to the NRC staff following delivery of the Final SE input, or for any of the above tasks. This related support may, for example, consist of tasks such as: responding to questions on the final deliverable; attending meetings with senior NRC Management to discuss the results of the LAR review; and assisting NRC staff in resolution of outstanding issues from these meetings.

The scope of the related support activity and amount of hours to be used shall be agreed upon between the contractor's PM and the NRC COR before starting the activity. The NRC COR will confirm the request, assistance due date, and estimated level of effort for the specific activity by e-mail to the contractor with a carbon copy to the NRC Contracting Officer (CO).

#### **Standard**

The contractor shall participate in related meeting support requested by the NRC COR. The contractor shall ensure that all information/support provided for these meetings pursuant to this SOW is technically acceptable.

#### **Deliverable**

The contractor shall provide support for the preparation of these meetings, including support services for any presentation preparation. All deliverable due dates will be specified by the NRC COR.

## **5. APPLICABLE DOCUMENTS AND STANDARDS**

The NRC COR will provide the specific documents related the NCSU LAR at the commencement of the task order. Other documents needed are publicly available on the NRC Website. ANSI/ANS standards include the ANSI/ANS-15 series applicable to research and test reactors, which the contractor will procure on their own. The NRC COR cannot provide those, due to copyright restrictions.

The NRC will provide this information in an electronic format, or if the contractor requests, it can be provided in paper form.

## **6. DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS**

All deliverables shall be submitted to the NRC COR electronically with a copy provided to the NRC CO. These deliverables shall be prepared in Microsoft Office format, and in Adobe Acrobat file (pdf). The transmittal letter, at a minimum, shall contain the contract number, task

order number, and cost center for the LAR being reviewed, as well as the task order project title. Below is an example of an estimated delivery schedule for review of the NCSU LAR. The specific dates for these deliverables will be agreed upon between the NRC COR and the contractor after task order award.

Tasks	Deliverables	Nominal Schedule
Task 1 Review August 22, 2017 Submittal and provide Review Plan	Review Plan  Meet with NRC COR  Final Review Plan	Review Plan and meet with NRC COR – 2 weeks after task order award.  Final review Plan – 1 week after Review Plan Meeting
Task 2a: Draft SE document	Draft SE input document	In accordance with the Final Review Plan
Task 2b: Final SE document	Final SE document	Two weeks after receipt of the final NRC comments on Task 2a.
Task 3: Related Support	As requested	As requested
Status Report	Monthly Letter Status Report	15 <sup>th</sup> of each month

### **Monthly Letter Status Report**

The contractor shall provide an electronic version of the Monthly Letter Status Report (MLSR) to the CO, NRC COR, NRR Funds Certifying Official and Office of the Chief Financial Officer (OCFO) by the 15<sup>th</sup> of each month. The report shall provide the technical and financial status of the effort.

The technical status section of the MLSR shall contain a summary of the work performed during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and traveler for each trip.

The financial status section of the MLSR shall include the following information: the total task order ceiling amount; funds obligated to-date; total costs incurred in the reporting period, broken down by direct and other direct costs; and total cumulative costs incurred-to date. The MLSR shall also contain the balance of obligated funding remaining at the end of the reporting period, and the balance of funds required to complete the contract. Additionally, if applicable,

the MLSR shall address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The MLSR should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

In the event that the data in the MLSR indicates a need for additional funding beyond that already obligated to the task order for that reporting period, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

### **License Fee Recovery Cost Status Report**

The work specified in this SOW is not license fee recoverable.

### **Performance Requirements**

The deliverables required under this effort must conform to the standards contained or referenced in this SOW. The table on performance requirements summarizes the performance requirements, deliverables, standards and method of review for this effort.

Performance Requirement and Deliverables	Standard	Method of Review	Corrections (if needed)
Provide presentation of Draft confirmatory calculations to NRC COR.	Draft confirmatory calculations consistent with the review guidance specified in NUREG-1537, includes all information requested in the SOW with place holders as necessary.  No spelling or grammatical errors and technically acceptable.	NRC COR will review the Draft confirmatory calculations	Items determined by the NRC COR to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC COR, contractor will add/correct at its own expense.

Performance Requirement and Deliverables	Standard	Method of Review	Corrections (if needed)
Provide presentation of Final confirmatory calculations to NRC COR.	<p>Final confirmatory calculations consistent with the review guidance specified in NUREG-1537, includes all information requested in the SOW and incorporates all comments from the NRC COR.</p> <p>No spelling or grammatical errors and technically acceptable.</p>	NRC COR will review the Final confirmatory calculations	Items determined by the NRC COR to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC COR, contractor will add/correct at its own expense.
Provide Draft SE input to NRC COR.	<p>Draft SE input is consistent with the review guidance specified in NUREG-1537, includes all information requested in the SOW.</p> <p>Technical conclusions in the Draft SE input are properly supported.</p> <p>No spelling or grammatical errors and technically acceptable.</p>	NRC COR will review the Draft SE input.	Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC COR, contractor will add/correct at its own expense.

Performance Requirement and Deliverables	Standard	Method of Review	Corrections (if needed)
Provide Final SE input to NRC COR.	<p>Final SE input is consistent with the review guidance specified in NUREG-1537, includes all information requested in the SOW and incorporates all comments by the NRC COR.</p> <p>Technical conclusions in the Final SE input are properly supported.</p> <p>No spelling or grammatical errors and technically acceptable.</p>	NRC COR will review the Final SE input.	Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRCCOR, contractor will add/correct at its own expense.

## 7. GOVERNMENT-FURNISHED PROPERTY

No government-furnished property is expected to perform this task order.

## 8. PERIOD OF PERFORMANCE

The duration of this Task Order will be from October 1, 2017 to June 30, 2018.

## 9. PLACE OF PERFORMANCE

The work will be performed at the contractor's site.

## 10. SPECIAL CONSIDERATIONS

**TRAVEL/MEETINGS** – None proposed for the Follow On for Enterprise Wide Contract No. NRC-HQ-25-14-E-0006, Task Order NRC-HQ-20-15-T-0002.

## **SECURITY**

No classified information is needed in the performance of this contract. Some materials provided may be sensitive and the contractor shall have the necessary provisions to secure the information consistent with the NRC guidance for storage and use of Official Use Only (OUO), Proprietary, or Pre-decisional information.

Documents containing OUO, proprietary or pre-decisional information must be safeguarded against unauthorized disclosure. After completion of work, the documents shall either be destroyed or returned to NRC. If they are destroyed, please confirm this in an e mail to the NRC COR with a copy to the NRC CO and include the date and manner in which the documents were destroyed.

## **SECTION F - Deliveries or Performance**

### **NRCF030A PERIOD OF PERFORMANCE ALTERNATE I**

This order shall commence on October 1, 2017 and will expire on June 30, 2018. (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:

NAME		LABOR CATEGORY/POSITION	

\*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)

## **CONTRACTING OFFICER'S REPRESENTATIVE**

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

NRC COR:

Name: Duane Hardesty

Office: Office of Nuclear Reactor Regulation (NRR)

Street Address: 11555 Rockville Pike,  
Rockville, MD 20852

E-Mail: [Duane.Hardesty@nrc.gov](mailto:Duane.Hardesty@nrc.gov)

Phone: 301-415-3724

NRC Alternate COR:

Name: Linh Tran

Office: Office of Nuclear Reactor Regulation (NRR)

Street Address: 11555 Rockville Pike,  
Rockville, MD 20852

E-Mail: [Linh.Tran@nrc.gov](mailto:Linh.Tran@nrc.gov)

Phone: 301-415-4103

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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 COR or must be confirmed by the COR 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 COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR 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 COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

## **SECTION J - List of Documents, Exhibits and Other Attachments**

Attachments:

1. Monthly Letter Status Report Template
2. Cost Reimbursement Billing Instructions