

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 22

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

BPA NO.

|  |  |   |                          |   |                      |
|--|--|---|--------------------------|---|----------------------|
| 1. DATE OF ORDER<br><b>JUL 28 2008</b>   |  | 2. CONTRACT NO. (If any)<br>GS23F0060L  |                          | 6. SHIP TO:   |                      |
| 3. ORDER NO.<br>NRC-DR-42-08-169   |  | MODIFICATION NO.  |                          | a. NAME OF CONSIGNEE<br>U.S. Nuclear Regulatory Commission  |                      |
| 4. REQUISITION/REFERENCE NO.<br>NRC-42-08-169<br>7/22/2008   |  | 5. ISSUING OFFICE (Address correspondence to)<br>U.S. Nuclear Regulatory Commission<br>Div. of Contracts<br>Attn: Monique B. Williams<br>Mail Stop: TWB-01-B10M<br>Washington, DC 20555 |                          | b. STREET ADDRESS<br>11555 Rockville Pike<br>Mail Stop: T6C34<br>Attn: Karen Chapman  |                      |
| 7. TO:   |  | c. CITY<br>Washington   |                          | d. STATE<br>DC  | e. ZIP CODE<br>20555 |
| a. NAME OF CONTRACTOR<br>INFORMATION SYSTEMS LABORATORIES, INC.  |  | f. SHIP VIA   |                          | 8. TYPE OF ORDER  |                      |
| b. COMPANY NAME  |  | <input type="checkbox"/> a. PURCHASE  |                          | <input checked="" type="checkbox"/> b. DELIVERY   |                      |
| c. STREET ADDRESS<br>10070 BARNES CANYON RD  |  | REFERENCE YOUR<br>Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.    |                          | Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |                      |
| d. CITY<br>SAN DIEGO   |  | e. STATE<br>CA  | f. ZIP CODE<br>921212722 |   |                      |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>825-15-171-107, Q4193, 251F, 31X0200; Amt. Obligated: \$250,000<br>87G-15-11A-296, N7313, 251F, 31X0200; Amt. Obligated: 250,000 |  | \$500,000.00  |                          | 10. REQUISITIONING OFFICE NRO<br>NRO/DNRL/NCPM  |                      |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))  |  |   |                          | 12. F.O.B. POINT<br>Destination   |                      |
| <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. EMERGING SMALLBUSINESS  |                      |
| <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED   |  |   |                          |   |                      |
| 13. PLACE OF   |  | 14. GOVERNMENT B/L NO.  |                          | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)   |                      |
| a. INSPECTION  |  | b. ACCEPTANCE   |                          | 16. DISCOUNT TERMS  |                      |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO.<br>(a) | SUPPLIES OR SERVICES<br>(b)   | QUANTITY ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY ACCEPTED<br>(g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
|                 | <p>The U.S. Nuclear Regulatory Commission hereby accepts Information Systems Laboratories (ISLs) offer dated July 17, 2008 to provide the services described in the attached Statement of Work entitled, "Training/Workshop on NRC's Regulatory Review for AP1000 in China."</p> <p>This is a firm fixed price type order with a ceiling price of \$526,815.</p> <p>The period of performance is 12 months from the effective date of this delivery order.</p> <p>NRC Project Officer: Karen Chapman: 301-415-3653<br/>MRC Technical Monitor: Stephen Koenick (301) 415-1239.</p> <p>Contractor DUNS No.: 107928806</p> |                         |             |                   |               |                          |

|                                     |  |   |                           |                 |              |              |                         |                                 |
|-------------------------------------|--|---|---------------------------|-----------------|--------------|--------------|-------------------------|---------------------------------|
| 18. SHIPPING POINT                  |  | 19. GROSS SHIPPING WEIGHT   |                           | 20. INVOICE NO. |              | \$526,815.00 |                         |                                 |
| SEE BILLING INSTRUCTIONS ON REVERSE |  | 21. MAIL INVOICE TO:  |                           |                 |              |              |                         |                                 |
|                                     |  | a. NAME<br>Department of Interior / NBC<br>NRCPayments@nbc.gov                                      |                           |                 |              |              |                         | 17(h)<br>TOTAL<br>(Cont. pages) |
|                                     |  | b. STREET ADDRESS (or P.O. Box)<br>Attn: Fiscal Services Branch - D2770<br>7301 W. Mansfield Avenue |                           |                 |              |              |                         |                                 |
| c. CITY<br>Denver                   |  | d. STATE<br>CO  | e. ZIP CODE<br>80235-2230 |                 | \$526,815.00 |              | 17(i)<br>GRAND<br>TOTAL |                                 |

22. UNITED STATES OF AMERICA  
BY (Signature)

*Monique B. Williams*

23. NAME (Typed)

Monique B. Williams  
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR RELEASE BY THE CONTRACTING OFFICER  
PREVIOUS EDITIONS ARE OBSOLETE

**SUNSI REVIEW COMPLETE**

**ADMOO**

OPTIONAL FORM 347 (REV. 4/2006)  
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

## **A.1 PROJECT TITLE**

The title of this project is "Technical Assistance to Support Inspections of Section B.5.b Mitigating Strategies at Commercial Nuclear Power Plants."

## **A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall develop training material and conduct the training/workshop on the NRC's regulatory technical review for the AP1000. The training/workshop will include: participant manuals, presentation handouts [the manuals and handouts may be one in the same], and instructor's guide. The training/workshop is designed to give the NNSA, other international regulatory bodies, and other participants an understanding of the basic operation of the AP1000 design, the licensing basis, and the key technical issues which arose during NRC Staff's regulatory review.

## **A.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)**

The firm fixed price of this contract is \$526,815.

## **A.4 DURATION OF CONTRACT PERIOD (MAR 1987)**

This contract shall commence on July 28, 2008 and will expire on July 27, 2009.

## A.5 PRICE/COST SCHEDULE

The contractor shall provide technical support services to NRC in accordance with the Statement of Work (See Section B.6) during the period of performance of this order at the rates set forth under GSA contract No.: GS-23F-0060L.

Period of Performance: From Date of Award for Twelve (12) Months:

| CLIN | DESCRIPTION   | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL AMOUNT      |
|------|---|--------------------|------|------------|-------------------|
| 001  | Development of Training/Workshop on NRCs Regulatory Technical Review for the AP1000 ( Includes: Presentation of Draft Materials/Select Modules; Pilot/Update of Materials)  |                    |      |            | \$ 410,177        |
| 002  | Presentation of AP1000 Training/Workshop  |                    |      |            | \$ 75,785         |
| 003  | Travel Costs (COST REIMBURSABLE) - The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destinations. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/receipts attached to the invoice. |                    |      |            | \$ 40,853         |
|      | <b>TOTAL PRICE FOR AP1000 TRAINING/WORKSHOP:</b>  |                    |      |            | <b>\$ 526,815</b> |
| CLIN | DESCRIPTION   | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL AMOUNT      |
| 004  | Optional Task - Future Training/Workshop  |                    |      |            |                   |
|      | 004a - Professional Labor   |                    |      |            | \$ 19,057         |
|      | 004b - Administrative Labor   |                    |      |            | \$ 3,491          |
|      | <b>SUBTOTAL PRICE FOR OPTIONAL TASK</b>   |                    |      |            | <b>\$ 22,548</b>  |
|      | <b>TOTAL PRICE FOR AP1000 TRAINING AND OPTIONAL TASK:</b>   |                    |      |            | <b>\$ 549,362</b> |

## A.6 PAYMENT SCHEDULE

1. \$100,000 - After Kick-Off Meeting between the contractor and program office to discuss the schedule, meet developers and instructors, work out details as to how information will be exchanged for review and comments and Submission of Detailed Draft of Training/Workshop Outline Submitted to the NRC Technical Monitor for review and approval. (Includes Task 1);
2. \$150,000 – After acceptance and approval by the NRC Technical Monitor of Draft Training Modules (Task 2);

To be distributed as follows:

- a. \$75,000 after Initial Acceptance Review (Review Time by NRC: no more than 2 days after submission) ; and
  - b. \$75,000 after Approval of Materials – (Review Time by NRC: 2 weeks or less after submission)
3. \$140,000 - After submission and acceptance by NRC Technical Monitor of Training Manual and Instructor Guide (Includes Task 3 and 4);

To be distributed as follows:

- a. \$70,000 after Initial Acceptance Review (Review Time by NRC: no more than 2 days after submission); and
  - b. \$70,000 after Approval of Training Manual and Instructor Guide (Review time by NRC: 2 weeks or less after submission)
4. \$30,000 – After Submission of training manuals, instructor's guide and visual aids to the NRC Technical Monitor for review and approval (Task 5);
5. \$65,000 – After Presentation of Course in China and Submission of Training/Workshop Presentation Report (Task 6 and 7); and
- 6.. \$41,815 – After submission and acceptance by NRC Technical Monitor of Final Report (Task 8).

## **B.1 STATEMENT OF OBJECTIVE FOR TRAINING/WORKSHOP ON NRC'S REGULATORY REVIEW FOR AP1000**

### **1.0 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) has close working relations with nuclear agencies in more than 35 countries. NRC and its foreign counterparts exchange operational safety data and other regulatory information. Subject to outside funding, NRC provides safety and safeguards advice, training, and other assistance to countries that seek U.S. help to improve their regulatory programs.

As part of the "Protocol Between the Nuclear Regulatory Commission of the United States of America and the National Nuclear Safety Administration (NNSA) of the People's Republic of China on Cooperation in Nuclear Safety Matters," signed January 7, 2008, the NRC committed to send U.S. nuclear safety experts to China to give lectures and hold joint discussions on nuclear safety regulatory matters. This commitment was further described in the first Steering Committee on Cooperation On The AP1000 Between China NNSA and USNRC as a Workshop on the Key Safety Issues for AP1000 -- The NNSA offered to invite NRC experts to China to participate in a workshop on topical issues of great concern which arose during the NRC safety review of the AP1000.

Subsequent to the steering committee meeting on January 7, 2008, NRC has been in discussions with NNSA for scheduling the training/workshop. Factors considered in scheduling the workshop are: construction of the first of four AP1000 units scheduled to begin being constructed in early 2009, China hosting the 2008 Summer Olympics, and the ability of the NRC to prepare the training/workshop material. The NRC has targeted September 2008 as the earliest timeframe for the workshop.

### **2.0 OBJECTIVE**

The contractor shall develop training material and conduct the training/workshop on the NRC's regulatory technical review for the AP1000. The training/workshop will include: participant manuals, presentation handouts [the manuals and handouts may be one in the same], and instructor's guide. The training/workshop is designed to give the NNSA, other international regulatory bodies, and other participants an understanding of the basic operation of the AP1000 design, the licensing basis, and the key technical issues which arose during NRC Staff's regulatory review.

### **3.0 SCOPE**

The contractor shall furnish qualified personnel, materials, and services to develop and present this training/workshop for the Certified Design AP1000, Appendix D to Part 52<sup>1</sup>. Upon completion of draft training material; the draft material or select modules may be presented by the contractor to selected groups of NRC staff for review and comment. The training material shall be updated according to the feedback provided by NRC staff; and an updated training/workshop shall be provided by the contractor.

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<sup>1</sup> This training/workshop is based on the AP1000 DCD, Revision 15, dated December 8, 2005. Note, there should be a brief identification of significant design changes included within the ongoing design certification amendment request associated with proposed revision 16 to the DCD – however, this is not the primary focus of the training/workshop.

### 3.1 Training/workshop Description

This training/workshop provides a basic overview of the operation of the AP1000 and emphasizes the licensing basis and the key technical issues associated with the NRC staff's safety evaluation for certifying the design. The training/workshop is organized by modules for application section (and corresponding Standard Review Plan – NUREG-0800) or related sections. Each module will provide a basic system overview, related regulatory criteria, and present the process by which the staff reached its reasonable assurance finding.

The training materials must include the following at a module level:

- i. Basic design description, highlighting design basis – key criteria captured within Tier 1 ITAAC, technical specifications and operation
  - i.1. Any new safety features including passive technologies.
  - i.2. Relevant COL information items/Interface Requirements
- ii. Applicable regulatory criteria
  - ii.1. regulations
  - ii.2. acceptance criteria
- iii. Description of NRC Staff's safety evaluation - highlights key aspects of safety evaluation
  - iii.1. Identifies alternatives to staff review guidance
  - iii.2. Additional evaluation of new, unique safety features
  - iii.3. Review of the probabilistic risk assessment and related risk-insights
  - iii.4. Regulatory treatment of non-safety systems.
  - iii.5. Operating experience factored into the design
  - iii.6. Key Tier 1 ITAAC relating these attributes back to the structure, system, equipment, and component evaluations
  - iii.7. Include discussion on significant RAI (e.g., those that not only are captured in the SER but are related to a primary aspect of the review and helped frame the reasonable assurance finding)
  - iii.8. Confirmatory Analysis
- iv. Staff's conclusions – why it was determined to be acceptable.
- v. Insights from ACRS review

3.1.1 The information for the training/workshop should be developed from existing similar courses, licensing basis documents (e.g., the DCD, non-proprietary topical reports), staff evaluation contained in NUREG-1739. This reference material can be accessed via the following websites: <http://www.nrc.gov/reactors/new-licensing/design-cert/ap1000.html>, the NRC Electronics Reading Room at <http://www.nrc.gov/reading-rm.html>, Agency wide Documents Access and Management System (ADAMS) at <http://www.nrc.gov/reading-rm/adams/web-based.html>, and the Public Document Room currently located at the NRC Headquarters in Rockville, MD. All material should be non-proprietary, non-sensitive information.

3.1.2 Training/workshop goals should be accomplished primarily through standard presentations. Additional or alternative training aids will be determined after consultation with NNSA.

3.1.3 Total duration of training/workshop is expected to be approximately two (2) weeks. Each day would be approximately 3 modules (each module needs to allow for interpretation and questions such as 1.5 hours of lectures and one hour for interpretation and questions). Suggested training/workshop outline follows NUREG 1739, which can be used as a guideline for the technical proposal. The contractor may propose alternate outline and duration options. The final proposed outline of topics will be reviewed and approved by the NRC Technical Monitor.

### 3.2 Contractor Responsibilities

The Contractor will be required to:

- a. Provide a detailed training/workshop schedule, including a breakdown of topics, learning objectives, and times to be spent on each topic.
- b. Provide appropriately bound training materials for participant use during the training/workshop (materials, handouts, etc.) unless specified otherwise in this contract. These materials shall be prepared using the Contractor's facilities and resources prior to training/workshop presentation and will be updated based on any comments received during presentations of draft material.
- c. Provide an instructor guide to support each of the training/workshop presentations. As a minimum, the guide shall consist of a detailed training/workshop outline, clearly defined learning objectives for each topic, a description of each visual aid and a formal lesson plan for presenting the lecture, exercises, and demonstrations. The instructor guide may be formally transmitted to the NRC as a deliverable to the NRC following the training/workshop, such that the NRC can provide subsequent training/workshops to other regulatory bodies.
- d. Develop/furnish and utilize visual aids (viewgraphs, slides, actual components, etc.) as much as possible to assist participant understanding.
- e. Projection graphics for classroom use shall be produced in color computer presentation format using Microsoft PowerPoint, and black and white hard copies provided in the participant manual. A copy of all training material shall also be delivered in MS Office format as well as PDF format on a CD or DVD. The files in PDF format may be loaded on NRC's internal website as reference material. All materials developed are considered works-for-hire and become NRC property.
- f. Provide the NRC Technical Monitor, fifteen (15) days prior to the training/workshop the complete set of draft training material to include: training/workshop schedule, texts and handouts to be provided to the participants. Note: the training/workshop materials will be provided on agreed on intervals up to 15 days prior to the training/workshop. The NRC Technical Monitor will provide comments on the training material one week following receipt from the contractor. The contractor shall correct any deficiencies and resubmit the material in conjunction with the actual training/workshop.
- g. Provide the training/workshop. It is recognized, given the broad focus of the training/workshop, presenters may take a series of technical questions from the audience.
- h. Within thirty (30) days after completion of the training/workshop, the contractor shall provide responses to technical questions, correct all errors noted during the training/workshop and/or identified on the training/workshop evaluation sheets and update the training/workshop materials and submit the instructor guide. The correction of errors that do not change the content of the training/workshop (spelling, grammar, etc.) do not require approval by the NRC Technical Monitor.

### 3.3 Key Personnel

- a. The training/workshop shall be conducted by Four (4) instructors or as proposed by the contractor. Training/workshop Instructors with expertise in the areas of nuclear power generating facilities design, licensing, and operations.
- b. The instructors shall have good command of information included in design control documents normally submitted to the NRC as application for a license or design approval.
- c. The instructors shall be capable of conducting a training/workshop with wide background, type and level of experience of the trainees.

### 3.4 General Information

- a. The training/workshop will be held in China.
- b. The training/workshop logistics will be established by the NNSA but is expected to start typically at 8:00 AM and end at 5:00 PM. Approximately 4.5 hours of instruction time should be available for each day—estimated 3 modules (each module is 1.5 hours of lectures and one hour for interpretation and questions)
- c. Training is expected to be 2 weeks.
- d. The NRC Technical Monitor shall be responsible for the review and approval of contractor developed training/workshop materials.

### 3.5 Number, Scheduling, and Location of Training/Workshop

- a. This contract is to prepare and deliver one (1) training/workshop to the NNSA in China. Upon receipt of draft training/workshop material, the material may be provided to selected group of NRC staff for review. The training/workshop material shall be updated according to the feedback provided during this review; and an updated training/workshop shall be provided by the contractor.

### 3.6 Future Training/workshop Revisions (OPTIONAL TASK)

The NRC reserves the right to notify the contractor in writing for following additional work, in case it becomes necessary in future. Any such additional work shall be within the scope of the contract and shall be completed during the term of this contract.

- a. The Contractor may be required to modify all or part of the training materials developed for the training/workshop at the direction of the NRC Technical Monitor. A specific contract modification will be issued for any required training/workshop modifications.
- b. The NRC may request the Contractor to develop additional specialized lectures or training/workshops on topics related to those in this statement of work during the period of contract performance. A specific contract modification would be issued for any additional work requested.

### 4.0 LEVEL OF EFFORT

The level of effort including hours necessary to develop the content including administrative support, and delivery of content should be clearly identified.

### 5.0 MEETINGS AND TRAVEL

- a. Within 10 days of contract award, a meeting will be held at the Contractor's facility with the NRC Technical Monitor and technical representatives to discuss the

training/workshop outline, lesson objectives, material preparation, facility for presentation and any other information required for training/workshop presentation.

- b. Further meetings or telephone conference calls are expected during the development phase at reasonable period (e.g. monthly). A progress report shall also be provided to the NRC Technical Monitor and NRC Project Officer at least monthly or prior to meetings/conference calls. A weekly update against the project schedule shall be provided to NRC Technical Monitor via email or secured web page.

#### 6.0 NRC FURNISHED MATERIAL

- a. The NRC will provide facilities for conducting the training/workshop and provide necessary audio-visual equipment.
- b. The NRC will furnish, at the time of each training/workshop presentation, training/workshop evaluation sheets for each participant.
- c. The NRC will provide a style guide for material development (see Exhibit II)

#### 7.0 SUBCONTRACTS

No subcontracts are anticipated for this contract. However, any subcontract would require prior written permission of the NRC Contracting Officer.

#### 8.0 REPORTING REQUIREMENTS AND DELIVERABLES

##### 8.1 Milestones

- a. Within ten (10) days of contract award – Kick-Off Meeting between the contractor and program officer to discuss the schedule, meet developers and instructors, work out details as to how information will be exchanged for review and comments.
- b. Within 15 days of contract award – a detailed draft of training/workshop outline submitted to the NRC Technical Monitor for review.
- c. Within 60 days of contract award - draft training/workshop materials (participant manuals, etc.) submitted to the NRC Technical Monitor for review.
- d. Within 70 days of contract award - ready for providing training/workshop.

##### 8.2 Training/workshop Presentation Reports

Within thirty (30) days of the completion of a training/workshop presentation, the Contractor shall submit a Training/workshop Presentation Report to the NRC Technical Monitor. The report shall contain:

- a. A cover letter report discussing answers in response to technical questions received during the training/workshop, accomplishments, problems, recommendations for improvement, and status of correcting errors found during the training/workshop presentation.
- b. Original participant attendance, evaluations, and comment sheets shall be left for the NRC Technical Monitor at the end of the training/workshop. A copy of evaluations and comments sheet can be taken by the instructors and a summary of participant comments and response shall be included in the report.

##### 8.3 Final Report

The Contractor shall furnish a final report in accordance with NRC Manual Chapter 3202 by the end date of the contract. Five copies shall be sent to the NRC Technical Monitor,

one copy to the NRC Project Officer, and one copy to the Contracting Officer. The report shall contain as a minimum:

- a. A technical report of the work completed.
- b. Any problems or delays encountered and their solutions.
- c. Recommendations for improvement.

The final report and transfer of all government furnished materials, all contractor developed materials, and all material used in delivery of training/workshop to the NRC Technical Monitor shall be done prior to the contract expiration date. The training related material shall be provided in both original electronics and paper format.

**SECTION C. ORDER TERMS AND CONDITIONS**  
**RFQ NO.: RQ-42-08-169**

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**C.1 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 to 60 days notice. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**C.2 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond January 31, 2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**C.3 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(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.

(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.

#### **C.4 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

#### **C.5 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

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

Name: Karen Chapman  
NRO/DNRL/DDIP/INC  
Mail Stop: 6C34

Address: U.S. Nuclear Regulatory Commission  
Mail Stop: 6C34  
Washington, DC 20555-0001

Telephone Number: (301) 415-3653

The NRC Technical Monitor for this contract is:

Name: Stephen Koenick  
Address: U.S. Nuclear Regulatory Commission  
Mail Stop: 6C34  
Washington, DC 20555-0001

Telephone Number: 301-415-1239

The Technical Monitor may issue technical instructions from time to time during the duration of this delivery order. Technical instructions must be within the general statement of work contained in the delivery order and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance.

Any modifications to the statement of work, cost, or period of performance of this delivery order must be issued by the Contracting Officer and will be coordinated by the Project Officer.

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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, approval of 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 as 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 the 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 thereto 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.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or

destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

### **C.6 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

- |   |  |
|---|--|
| <p>Instructors</p> <ul style="list-style-type: none"><li>• [REDACTED]</li><li>• [REDACTED]</li><li>• [REDACTED]</li><li>• [REDACTED]</li><li>• [REDACTED]</li></ul> | <p>Project Manager</p> <p>[REDACTED]</p> |
|---|--|

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.

### **C.7 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that 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).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

#### **C.8 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 209.570-2, 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 209.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (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.

## **CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

1. Billing Instructions for Firm Fixed Price Type Contracts

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS**

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

**Number of Copies:** An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/Invoices shall be submitted to the following address:

Department of Interior  
National Business Center  
Attn: Fiscal Services Branch – D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

You are encouraged to send your invoice voucher electronically to DOI. The e-mail address is [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov).

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer  
Administrative Services Center  
Mail Stop -O-2G-112  
Washington, DC 20555-0001

**HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

Department of Interior  
National Business Center  
Attn: Fiscal Services Branch – D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

**Frequency:** The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

**Preparation and Itemization of the Voucher/Invoice:** The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

**Currency:** Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

**Supersession:** These instructions supersede any previous billing instructions.