SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.: RES-09-214; FFS: RES-C09-616
PAGE 1 OF 16

2. CONTRACT NO.: GS23F0372K
3. AWARD/EFFECTIVE DATE: 03-18-2009
4. ORDER NO.: NRC-04-09-214
5. SOLICITATION NUMBER:
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Sheila Bumpass
b. TELEPHONE NO. (No Collect Calls): 301-492-3484
8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Sheila Bumpass
Mail Stop: TWB-01-B10M
Rockville MD 20852-2746

10. THIS ACQUISITION IS
[X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[X] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)
NAICS: 541330
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE
U.S. Nuclear Regulatory Commission
Attn: Yung Hsien James Chang
RES/DRA/HFRB MS:C4-C07M
21 Church Street
Rockville MD 20852

16. ADMINISTERED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Sheila Bumpass MS: TWB-01-B10M
Mail Stop: TWB-01-B10M
Rockville MD 20852

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
THE WREATHWOOD GROUP DUNS 6144961

4157 MACDUFF WAY

DUBLIN OH 430169578
TELEPHONE NO. 703-963-6486

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 3100
Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Human Reliability Analysis (HRA) Support Services				
	Period of Performance: March 18, 2009 - March 16, 2012				
	Contract Ceiling: $108,480.00 Obligated Amount: $36,100.00 Amount Available for Obligation: $72,380.00				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
B&R: 96015111205 JC:N6803 BOC:252A APPN:31X0200.960
Amount Obligated: $36,100.00 DUNS: 614496128

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$36,100.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Sheila Bumpass

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): Dennis C. Bley, Mangaging Part
30c. DATE SIGNED: 18 Mar 2009

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Sheila Bumpass, Contracting Officer
31c. DATE SIGNED: 3/18/2009

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

MAR 24 2009

ADM002

STATEMENT OF WORK
FOR
HUMAN RELIABILITY ANALYSIS TECHNICAL SUPPORT SERVICES

1.0 INTRODUCTION

The Office of Research (RES) has multiple tasks to improve the quality of human reliability analysis (HRA) such as the International HRA Benchmark Study and the development of the human event repository and analysis (HERA) system. The quality of these works could affect the HRA quality, and consequently the quality of the NRC's risk-informed decision making. In order to ensure high quality products, the NRC needs assistance from experts with combined knowledge in HRA, probabilistic risk assessment,(PRA) plant operation, and plant safety to participate in and/or review of the NRC's HRA-related research activities.

2.0 OBJECTIVE

The objective is to provide support to ongoing HRA research activities. In order to increase work efficiency, the NRC is seeking to employ a single resource with world-wide recognized expertise in both PRA and HRA, to support specific HRA activities.

3.0 SCOPE OF WORK

Upon request by the NRC, the contract will provide technical expertise to support the following activities:

1. Support the International HRA Empirical Study whose objectives are to benchmark HRA methods using simulator experiments. The particular tasks involve the analysis of simulator scenarios using the ATHEANA method, documentation of analyses and feedback to the HRA Empirical Study project team on the Study and the use of its results.
2. Support the Human Event Repository and Analysis (HERA) system, including the review and feedback on the methodology for coding human events into HERA; participation in workshops related to improvement of the HERA system such as improvement of the terminology and structure of the database; recommendations for data searching strategies; and the development of quantitative approaches for the use of the HERA data in HRA.
3. Support ATHEANA method related activities such as guidance and computerized tools.
4. Participate in workshops addressing HRA method applicability issues and in particular workshops addressing issues related to consistency of HRA results and insights when different HRA methods are used in the same application.

4.0 GOVERNMENT FURNISHED INFORMATION

None

5.0 REPORTING REQUIREMENTS

The reporting requirements are determined by the NRC project managers who request technical service from the service provider on a case-by-case basis, and as stated on the work order.

Monthly Letter Status Report.

A Monthly Letter Status Report (MLSR) is to be submitted to the NRC Project Manager by the 20th of the month following the month to be reported with copies provided to the following:

Resource Name: RESDRAMLSR@nrc.gov

The MLSR will identify the title of the project, the job code, the Principal Investigator, the period of performance, the reporting period, summarize each month's technical progress, it's monthly spending, total spending to date, and the remaining funds and will contain information as directed in NRC Management Directive 11.1. Any administrative or technical difficulties which may affect the schedule or costs of the project shall be immediately brought to the attention of the NRC project manager.

6.0 PUBLICATIONS NOTE

RES encourages the publication of the scientific results from RES sponsored programs in refereed scientific and engineering journals as appropriate. If the offeror proposes to publish in the open literature or present the information at meeting in addition to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC Project Manager. The RES Project Manager shall either approve the material as submitted, approve it subject to NRC suggested revisions, or disapprove it. In any event, the RES Project Manager may disapprove or delay presentation or publication of papers on information that is subject to Commission approval that has not been ruled upon or which has been disapproved. Additional information regarding the publication of NRC sponsored research is contained in NRC Management Directives 3.7, "NUREG Series Publications," and 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects."

If the presentation or paper is in addition to the required technical reports and the RES Project Manager determines that it will benefit the RES project, the Project Manager may authorize payment of travel and publishing costs, if any, from the project funds. If the Project Manager determines that the article or presentation would not benefit the RES project, the costs associated with the preparation, presentation, or publication will be borne by the contractor. For any publication or presentations falling into this category, the NRC reserves the right to require that such presentation or publication will not identify the NRC's sponsorship of the work.

NEW STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES MANUSCRIPTS

The U.S. Nuclear Regulatory Commission (NRC) began to capture most of its official records electronically on January 1, 2000. The NRC will capture each final NUREG-series publication in its native application. Therefore, please submit your final manuscript that has been approved by your NRC Project Manager in both electronic and camera-ready copy.

All format guidance, as specified in NUREG-0650, Revision 2, will remain the same with one exception. You will no longer be required to include the NUREG-series designator on the bottom of each page of the manuscript. The NRC will assign this designator when we send the camera-ready copy to the printer and will place the designator on the cover, title page, and spine. The designator for each report will no longer be assigned when the decision to prepare a publication is made. The NRC's Publishing Services Branch will inform the NRC Project Manager for the publication of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, the Contractor shall prepare the text in Microsoft Word, and use any of the following file types for charts, spreadsheets, and the like.

File Types to be Used for NUREG-Series Publications	
File Type	File Extension
Microsoft®Word®	.doc
Microsoft® PowerPoint®	.ppt
Microsoft®Excel	.xls

Microsoft®Access	.mdb
Portable Document Format	.pdf

This list is subject to change if new software packages come into common use at NRC or by our licensees or other stakeholders that participate in the electronic submission process. If a portion of your manuscript is from another source and you cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an old publication), the NRC can, if necessary, create a tagged image file format (file extension.tif) for that portion of your report. Note that you should continue to submit original photographs, which will be scanned, since digitized photographs do not print well.

If you choose to publish a compact disk (CD) of your publication, place on the CD copies of the manuscript in both (1) a portable document format (PDF); (2) a Microsoft Word file format, and (3) an Adobe Acrobat Reader, or, alternatively, print instructions for obtaining a free copy of Adobe Acrobat Reader on the back cover insert of the jewel box.

7.0 DELIVERABLES/SCHEDULES AND/OR MILESTONES

The deliverables will be specified on the work order by the NRC staff requesting technical assistance. The deliverables could include, but not limited to, providing oral or written technical comments and presenting research results. The form and date of the deliverables are on a case-by-case basis.

8.0 MEETINGS AND TRAVEL

Meeting requirements will be requested and specified on the work order by the NRC staff requesting technical assistance. No travel anticipated.

9.0 ACCEPTANCE CRITERIA AND RESEARCH QUALITY

The quality of NRC research programs are assessed each year by the Advisory Committee on Reactor Safeguards. Within the context of their reviews of RES programs, the definition of quality research is based upon several major characteristics:

Results meet the objectives (75% of overall score)
- Justification of major assumptions (12%)
- Soundness of technical approach and results (52%)
- Uncertainties and sensitivities addressed (11%)

Documentation of research results and methods is adequate (25% of overall score)
- Clarity of presentation (16%)
- Identification of major assumptions (9%)

It is the responsibility of the contractor to ensure that these quality criteria are adequately addressed throughout the course of the research that is performed. The NRC project manager and technical monitor will review all research products in accordance with the above stated criteria.

10. PLACE OF PEFORANCE

Work for this IQC shall primarily be performed primarily at the Contractor's site, using e-mail, telephone, conference calls, and similar means to accomplish routine contacts with NRC staff. On occasion, the work will require the Contractor's staff to be on-site at the NRC facilities located in Rockville, Maryland. This would include the periods of time when Contractor staff is gathering information, reviewing documentation, reviewing hardcopy reports, performing required testing, or when access to a particular information technology system is

necessary. For those requirements, NRC will provide access to the staff and information technology systems necessary to complete the work. The Contractor shall inform the project officer (PO) in advance when such requirements are going to occur. All work conducted on NRC premises shall be accomplished during the normal NRC business week, which is 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of federal holidays. Requests for access to the NRC buildings outside a normal Government workweek shall be coordinated in advance through the PO. The contractor shall submit requests for such access in writing. Requests shall include the names of contractor personnel, the reason for access, and the dates and hours during which access is desired.

11.0 PERIOD OF PERFORMANCE

March 18, 2009 – March 16, 2012

12.0 ESTIMATED LEVEL OF EFFORT

The estimated level of effort for the IQC is 480 staff hours for the period of the IQC.

13.0 PROPRIETARY INFORMATION

All information and documents made available to the contractor during the course of this agreement are deemed for official use only.

SECTION A

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20
A.2 Other Applicable Clauses

[X] See Addendum for the following in full text (if checked)

[X] 52.216-18, Ordering

[X] 52.216-19, Order Limitations

[X] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

[] 52.217-7, Option for Increased Quantity Separately Priced Line Item

[] 52.217-8, Option to Extend Services

[] 52.217-9, Option to Extend the Term of the Contract

A.3 General

(a) The contractor shall provide technical support to ongoing HRA research activities in order to increase work efficiency in support of specific HRA activities.

(b) The NRC contemplates award of an indefinite delivery/indefinite quantity labor hour contract with fixed hourly rates.

(c) The IQC will be awarded for a three year term for the labor hour rates shown in the table below.

(d) Services under this IQC will be requested by the issuance of work orders in accordance with the procedures indicated below.

A.4 Pricing - Schedule

(a) All unit prices are fixed unit hourly prices that include all costs (including, but not limited to: labor, fringe benefits, overhead, G&A, and profit) necessary to provide the services required in the solicitation.

(b)The line items indicated below are line items that may be ordered throughout the duration of the IQC.

Year One

ITEM	LABOR CATEGORY	UNIT	UNIT PRICE	ESTIMATED HOURS	TOTAL
0001	Managing Consultant	HR	$222.00	160	$35,520.00

Year Two

ITEM	LABOR CATEGORY	UNIT	UNIT PRICE	ESTIMATED HOURS	TOTAL
0002	Managing Consultant	HR	$228.00	160	$36,480.00

Year Three

ITEM	LABOR CATEGORY	UNIT	UNIT PRICE	ESTIMATED HOURS	TOTAL
0003	Managing Consultant	HR	$228.00	160	$36,480.00

The total contract value for the three year period: $ 108,480.00

SECTION B
Clauses and Provisions

B.1 MAXIMUM AND MINIMUM ORDERING LIMITATIONS

This is an indefinite-quantity contract for the services specified and at rate stated in the Pricing Schedule. The stated estimated hours are estimates only. Performance shall be made only as authorized by work orders issued in accordance with the Ordering clause. The Contractor shall furnish to the NRC, when and if ordered, the services specified up to and including the maximum estimated hours of 480. The NRC shall order at least the minimum quantity of 4 hours.

Except for the maximum ordering limitation of 480 hours, there is no limit on the number of work orders that may be issued. Services rendered under the individual work orders shall be completed in accordance with the time frames designated in the work order; however under no circumstance shall services continue after the end the contract's period or performance.

B.2 ORDERING PROCEDURES

a. When a requirement within scope of work for this contract is identified, the project officer shall transmit to the contractor in writing a work order containing a brief description of the requirements of the specific task which will include the following:

1. Brief description of work, dollar amount, timeframe, and fixed labor hours ordered;
2. The NRC technical monitor assigned to the work order;

3. The amount of money expended on the contract to date;
4. The financial balance remaining after completion of this work order;
5. The Contractor, NRC Project Officer, and the NRC contractor will sign the work order prior to the contractor initiating work.

b. In addition to the contracting officer, the project officer for this contract is authorized to issue work orders.

c. The contactor shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the work order at the labor rates in effect at the time the work is performed.

d. The contractor will not be paid more than the ceiling price of the individual work order.

e. In the event the contractor expends fewer hours than set forth in the individual work order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the work order.

f. Notwithstanding any other provision, the contractor shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each work order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract.

g. Payment procedures will be stated with each work order and will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts."

B.3 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B.4 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.

B.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: Yung Hsien James Chang
Address: US NRC
MS C4-C07M
21 Church Street
Rockville, MD 20850

Telephone Number: 301-251-7589

(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.

B.6 KEY PERSONNEL (JAN 1993)

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

Dr. Dennis C. Bley, Managing Consultant

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.
(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the con-currence 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.

B.7 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (AUG 2007)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Opinions (DPOs).

(b) The procedure that will be used provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure is found in Clause 2052.242 71 of this document. The contractor shall provide a copy of the NRC DPO procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

B.8 5052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (OCT 1999)

(a) The following procedure provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPOs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

(b) The NRC may authorize up to ten reimbursable hours for the contractor to document, in writing, and discuss, with the DPO panel, a DPO by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPO which exceeds the specified ten hour limit.

(c) The contractor shall notify the contracting officer before incurring costs to document a DPO. The contractor shall not begin any work on the DPO before receiving a modification to the contract from the NRC contracting officer.

The contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPO. If there are insufficient obligated funds under the contract, the contractor shall request additional funding from the NRC contracting officer to cover the costs of preparing the DPO. If there are sufficient obligated funds under the contract, the contractor shall notify the contracting officer so that a modification can be issued that specifies the amount of funding required for the DPO.

(d) Contract funds shall not be authorized to document a differing perspective in the following examples where the use of this NRC contractor DPO process is inappropriate:

(1) Issues involving allegations of wrongdoing that should be appropriately addressed directly to the NRC Office of the Inspector General (OIG);

(2) Issues submitted anonymously. However, safety significant issues that are submitted anonymously should be addressed under NRC's Allegation Program which can be found at: http://www.nrc.gov/about nrc/regulatory/allegations resp.html

(3) Issues that are deemed to be frivolous or otherwise not in accordance with the guidance included in NRC Management Directive (MD) 10.159, "The NRC Differing Professional Opinions Program," which can be found at: http://www.nrc.gov/reading rm/doc collections/management directives/volumes/vol 10.html

(4) Issues that have already been considered, addressed, or rejected by the NRC under these procedures, absent significant new information;

(5) Issues that are considered premature because they are still under staff review by the NRC.

(e) This procedure does not provide anonymity, nor does it provide for confidential submittal (as addressed in MD 10.159). Individuals desiring anonymity or confidentiality should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(f) Prior to submitting a DPO, the contractor or the contractor's employees are encouraged to engage in informal discussions with appropriate NRC personnel (which may include NRC staff directly involved with the issues that are the subject of concerns and the NRC Project Officer.) The contractor hereby agrees that the contractor authorizes its employees to engage in informal discussions with the appropriate NRC personnel for purposes of this clause. If the informal discussions do not resolve the contractor or the contractor's employees' concerns, the contractor shall notify the contracting officer so that a modification to the contract can be issued that authorizes the expenditure of funds for the DPO.

The contractor may initiate the DPO process by submitting a written statement directly to the NRC Differing Professional Opinions Program Manager (DPOPM), Office of Enforcement, with a copy to the Contracting Officer, Division of Contracts, Office of Administration. Each DPO submitted will be evaluated on its own merits. (Refer to (c) above before incurring any costs to initiate the DPO process.)

(g) The DPO, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment of the consequences should the submitter's position not be adopted by NRC.

(4) References to, or copies of, relevant documents.

(h) The DPOPM will screen the DPO and notify the submitter and the contractor if the DPO is accepted. Returned DPOs will identify the reason for return.

(i) The DPOPM will forward the DPO to the Office Director or Regional Administrator responsible for the contract for disposition.

(j) The Office Director or Regional Administrator will establish an ad hoc panel of NRC employees to review the DPO.

(k) The panel will interview the submitter to ensure that the panel understands the issues and to define the scope of the review. The panel will gather information, review documents, and conduct interviews to support a thorough review. The panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(l) The Office Director or Regional Administrator will consider the DPO panel's report, make a decision on the DPO and provide a written decision to the contractor and the Contracting Officer. The DPO is considered final and closed when the DPO Decision is issued.

(m) A summary of the issue and its disposition will be included in the NRC Weekly Information Report.

(n) DPOs will be dispositioned in accordance with the time frames identified in MD 10.159.

(o) The DPOPM will track follow up actions and notify the contractor of any schedule revisions.

(p) The availability of DPO records will reflect the submitter's wishes (e.g., whether the records should or should not be made public and whether the submitter's identity is redacted) and be consistent with NRC practices for making records available to the public.

(q) For purposes of the contract, the DPO shall be considered a deliverable under the contract.

B.9 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

B.10 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.

B. 11 FSS Language

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract referenced on the SF1449 in Block 2, are hereby incorporated by reference. The full text of any FAR and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: GSAM: http://www.acquisition.gov/GSAM/gsam.html

U.S. NUCLEAR REGULATORY COMMISSION
WORK ORDER No.

Contract No. NRC-04-09-214

Contractor: Telephone No.:	Contactor Person:
NRC Project Officer: Telephone No.:	NRC Work Order Task Monitor: Telephone No.:
Number of Hours For This Task:	Cost of Services:

Scope/Description of Services:

Contract Balance:
Cost this Work Order:
Remaining Balance:

Contractor Approval: _____ Date: _____

NRC Project Officer Approval: _____ Date: _____

NRC Contracting Officer Approval: _____ Date: _____