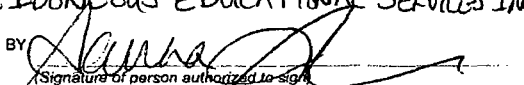



AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 36	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-HQ-20-15-E-0004				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-15-0004	
5. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001		CODE NRCHQ		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) IDONEOUS EDUCATIONAL SERVICES INC ATTN SAVENA ALLEN 129 FARMGATE LANE SUITE 100 SILVER SPRING MD 209055735				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 5% 10			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 197632826		FACILITY CODE		11. SHIP TO/MARK FOR JEFFREY MITCHELL 11555 ROCKVILLE PIKE MAIL STOP OWFN 11 F1 ROCKVILLE MD 20852			
CODE		CODE		12. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A ROCKVILLE MD 20852-2738			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA N/A			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
15G. TOTAL AMOUNT OF CONTRACT						\$797,872.08	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	10
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	13	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	3		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	2				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Savena J. Allen, President & CEO				20A. NAME OF CONTRACTING OFFICER MONIQUE B. WILLIAMS			
19B. NAME OF CONTRACTOR IDONEOUS EDUCATIONAL SERVICES INC				20B. UNITED STATES OF AMERICA			
19C. DATE SIGNED 12/4/14				20C. DATE SIGNED 12/5/2014			
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

STANDARD FORM 26 (Rev. 5/2011)
Prescribed by GSA: FAR (48 CFR) 53.214(a)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 22 2015

ADM002

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NRC-HQ-20-15-E-0004

PAGE 2 OF 36

NAME OF OFFEROR OR CONTRACTOR

IDONEOUS EDUCATIONAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>SBA Requirement No. 0353/15/500538 Contract No.: NRC-HQ-20-15-E-0001 Title: Document Layout, Assembly, Formatting, and Technical Editing Services</p> <p>The contractor shall provide all resources necessary to accomplish the requirements described in the Statement of Work. This is a hybrid Firm-Fixed Price/Labor Hours contract. Funds will be obligated on individual task orders.</p> <p>Obligated Amount: \$0.00 Total Ceiling Amount: \$797,872.08 Period of Performance: 12/04/2014 through 12/31/2019</p> <p>Contracting Officer's Representative (COR): Jeffrey Mitchell, 301-415-3019, Jeffrey.Mitchell2@nrc.gov.</p> <p>Alternate COR: Lindsay Robinson, 301-415-4115, Lindsay.Robinson@nrc.gov.</p> <p>Contractor Point of Contact: Savena Allen, 301-476-1798, sallan@idoneousconsulting.com.</p>				

AUTHORIZED FOR LOCAL REPRC

 OPTIONAL FORM 336 (4-86)
 Sponsored by GSA
 FAR (48 CFR) 53.110

SECTION A - Solicitation/Contract Form
SECTION B - Supplies or Services/Prices	2
SECTION C - Description/Specifications	4
SECTION D - Packaging and Marking	17
SECTION F - Deliveries or Performance	18
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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BRIEF WORK DESCRIPTION (AUG 2011)

The objective of this contract is to obtain expert document layout, assembly, formatting, and technical editing services to assist the NRC's Office of Nuclear Reactor Regulation, Division of License Renewal (DLR) to prepare SEISs, SERs, Scoping Summary Reports and AMP Audit Reports for LRAs, as well as other documents related to nuclear facility licensing.

B.2 CONSIDERATION AND OBLIGATION—FIRM-FIXED-PRICE (AUG 2011)

The total amount of the Firm-Fixed-Price portion of this contract is \$741,554.08.

B.3 CONSIDERATION AND OBLIGATION — LABOR-HOUR CONTRACT (AUG 2011)

- (a) The ceiling price to the Government for full performance under this contract is 56,318.00.
- (b) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.
- (c) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

B.4 CONTRACT TYPE

The contract type for this procurement is a hybrid of Firm Fixed-Price and Labor Hours (Task 10).

B.5 PRICE/COST SCHEDULE

FIRM-FIXED PRICE

CLIN	DESCRIPTION	EST. QUANTITY	UNIT PRICE	UNIT	EST. TOTAL
001	TASK 1: ORIENTATION			LOT	
002	TASK 2: DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT			EACH	
003	TASK 3: FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT			EACH	
004	TASK 4: SAFETY EVALUATION REPORT WITH OPEN ITEMS			EACH	
005	TASK 5: FINAL SAFETY EVALUATION REPORT			EACH	
006	TASK 6: SCOPING SUMMARY REPORT			EACH	
007	TASK 7: AMP AUDIT REPORT			EACH	
008	TASK 8: MEDICAL ISOTOPE PRODUCTION FACILITY EIS			EACH	
009	TASK 9: MONTHLY STATUS REPORT AND LICENSE FEE RECOVERY COST REPORT			EACH	
FIRM FIXED-PRICE SUBTOTAL					\$741,554.08

LABOR HOURS

CLIN	DESCRIPTION	EST. QUANTITY	UNIT PRICE	UNIT	EST. TOTAL
0010	TASK 10: RELATED SUPPORT				
0010A	PROJECT MANAGER			HOUR	
0010B	TECHNICAL EDITOR			HOUR	
0010C	DOCUMENT SPECIALIST			HOUR	
LABOR HOURS SUBTOTAL					\$56,318.00

TOTAL	\$797,872.08
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SECTION C - STATEMENT OF WORK

1. BACKGROUND

Based on the Atomic Energy Act, the U.S. Nuclear Regulatory Commission (NRC) issues licenses for commercial nuclear power reactors to operate for up to 40 years and allows these licenses to be renewed for another 20 years. The license renewal environmental and safety requirements are published as Title 10 of the *Federal Code of Regulations* Part 51 (10 CFR Part 51) and 10 CFR Part 54, respectively. The NRC has published regulatory guidance for the NRC staff (the staff) to follow when reviewing license renewal applications to address radiological and non-radiological environmental issues titled the "Standard Review Plans for Environmental Reviews for Nuclear Power Plants, Supplement 1: Operating License Renewal," NUREG-1555, Supplement 1, Rev. 1 issued June 2013 to ensure conformance with its review process and to share the process with stakeholders. The NRC has also published regulatory guidance for the staff to follow when reviewing applications to address safety issues titled NUREG-1800, "Standard Review Plan for Review of License Renewal Applications for Nuclear Power Plants," Revision 2 issued December 2010 (SRP-LR) to ensure the quality and uniformity of staff reviews and to share the process with stakeholders.

The NRC has established a challenging review schedule. The staff documents its support for the final related regulatory decisions in two NUREG-series publications: Supplemental Environmental Impact Statements (SEISs) and Safety Evaluation Reports (SERs). The staff also issues a Scoping Summary Report which supports the SEIS and an Aging Management Program (AMP) Audit Report which supports the SER. For each nuclear power plant license renewal application (LRA) and environmental report (ER) received from an applicant for license renewal, the staff publishes one draft SEIS (DSEIS), one final SEIS (FSEIS), one SER with open items, one final SER, one Scoping Summary Report and one Aging Management Program (AMP) Audit Report.

The SEIS documents the staff's review of the ER and plant-specific environmental analysis, which considers and weighs the environmental impacts of the proposed action, the environmental impacts of alternatives to the proposed action, and mitigation measures available for reducing or avoiding adverse impacts. NRC publishes the SEIS as a supplement to NUREG-1437, "Generic Environmental Impact Statement for License Renewal of Nuclear Plants," Volumes 1 and 2, which, for certain environmental impacts, establishes findings applicable to all nuclear power plants. The SEISs can range from 400–1,000 pages and are typically about 500 pages in length.

The SER documents the results of the staff's safety review of the LRA and describes the technical details considered in evaluating the safety aspects of the proposed extended operation. The SERs can range from 600–950 pages and are typically about 800 pages in length.

The Scoping Summary Report documents responses to comments that were determined to be outside the scope of the environmental review. For in-scope comments, the staff will consider the comments in the development of the SEIS. The Scoping Summary Reports can range from 50-70 pages and are typically about 60 pages in length. All LRAs and two medical isotope production facility ERs will have Scoping Summary Reports (total of 9).

The Aging Management Program (AMP) Audit Report documents the audit of the applicant's AMPs and related documentation to verify the applicant's claim of consistency with the Generic Aging Lessons Learned (GALL) Report. The AMP Audit Reports can range from 100-140 pages and are typically about 120 pages in length.

The Environmental Assessment (EA) and Environmental Impact Statement (EIS) for medical isotope production facility license applications document the staff's review of the ER and facility-specific environmental analysis,

which considers and weighs the environmental impacts of the proposed action, the environmental impacts of alternatives to the proposed action, and mitigation measures available for reducing or avoiding adverse impacts. NRC publishes the EIS as a NUREG. The EA can range from 100-300 pages, and the EIS can range from 300-400 pages.

Additional documents that may require editing under separate task orders include, but are not limited to, supplements to the final SER, supplements to the FSEIS, errata to the SER, errata to the FSEIS, and tables and appendices for the SER and SEIS.. A separate Task Order under task 10, Related Support, will be issued for each document in this category.

The NRC has completed its review of, and has issued the above documents for 42 LRAs to date. The staff estimates that it will require editing of the above documents for seven new LRAs within the next five years, as well as up to three EISs and three Supplemental SERs.

2. OBJECTIVE

The objective of this contract is to obtain expert document layout, assembly, formatting, and technical editing services to assist the NRC's Office of Nuclear Reactor Regulation, Division of License Renewal (DLR) to prepare SEISs, SERs, Scoping Summary Reports and AMP Audit Reports for LRAs, as well as other documents related to nuclear facility licensing.

3. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

- a. The contractor shall provide a project manager to oversee the efforts and ensure the timely submission of quality deliverables that meet the requirements of the statement of work (SOW).
- b. The contractor shall provide a document specialist who will be responsible for administrative support, document layout, assembly, formatting, and production services that shall follow NRC's style guidance and the SOW.
- c. The contractor shall provide a technical editor who shall verify the document is in accordance with the NRC's style guidance and SOW, and is grammatically correct according to NRC guidance.
- d. The contractor personnel shall have expertise in the use of Microsoft ® Office Word 2010 or current NRC designated word processing software, as directed by the Contracting Officer's Representative (COR).
- e. It is the responsibility of the contractor to assign appropriate staff, subcontractors, and/or specialists who have the required educational background, experience, or combination thereof to meet both the technical and regulatory objectives of the work specified in SOW. The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this contract including assurance that all information contained in the technical and cost proposal, including résumés, is accurate and truthful.
- f. If any work will be subcontracted or performed by consultants, the contractor shall obtain the NRC CO's or COR's written approval of the subcontractor or consultant prior to initiation of the subcontract effort. Conflict of interest considerations shall apply to any subcontracted effort.

4. WORK REQUIREMENTS AND SCHEDULE

Task orders will include the following: SEIS, SER, Scoping Summary Report and AMP Audit Report assignments (Tasks 2-7) for each LRA as the staff receives them from the contractor. However, there may be circumstances when a task order will include specific tasks if it is expected that other tasks will not be started due

to schedule or another reason. Other document editing assignments will be made through individual Task Orders. A list of anticipated LRAs and their receipt dates is located at:
<http://www.nrc.gov/reactors/operating/licensing/renewal/applications.html>

The COR will provide the contractor with the LRA, SEIS template, SER framework, and technical input required to prepare the documents at issuance of the task order.

The COR will provide the contractor with a printed and/or electronic representation of how the deliverables should appear, typically a published example of a completed document. Additionally, the COR will provide the initial draft documents in their general format during the execution of each Task Order.

Prior to initiation of the base contract, the contractor shall provide a staffing plan that specifically reflects services to be provided and a quality control plan. The quality control plan shall outline the procedures and system the contractor will use for document version control, technical input tracking, change management, and technical and editorial reviews. The contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the production of each document. The contractor shall also provide resumes for staff proposed to work under this contract.

The contractor shall, in response to each task order, submit a staffing plan and schedule for deliverables within 5 business days of receipt of the task order, unless otherwise directed by the COR. Upon acceptance of the staffing plan and schedule for deliverables, the CO will provide written approval to commence with the task order.

The contractor shall furnish the necessary qualified personnel; materials; equipment; travel; and other services needed to meet the requirements described in the Statement of Work (SOW) for this effort.

This SOW covers multiple LRAs; therefore, overlapping of activities is expected. This also includes overlapping of tasks for each LRA, and overlapping of LRA related task orders with medical isotope production facility task orders.

The deliverable will include at minimum a word processing source file, an electronic "print" file in Portable Document Format (PDF), and a printed camera-ready document from the PDF file unless otherwise directed by the COR or CO. The contractor shall be responsible for structuring the deliverable to follow Federal and agency standards for publications. The current agency word processing standard is Microsoft® Office Word 2010. The contractor shall use the latest agency-designated version of this agency standard. The source and PDF files shall be automated structured, and reusable (i.e., applies templates, contain automatic bookmarks, have "live" Web links). The contractor shall consider long-term use and revision when establishing styles. This will be evidenced by styles that are constructed for ease of use and that apply automated functions. The contractor shall provide a style sheet itemizing the specifications for each style or tag applied in the word processing program. For example, the style sheet will note the name of the style, formatting details, and the specific functions of and use for each style. The contractor shall include corrections to meet quality standards as a part of this deliverable.

The contractor shall provide accessible, archival-quality, print-ready, Web-enabled PDF and DOC source files that meet Federal and agency requirements for publications. The print and electronic copies shall match (i.e., print the paper copy from the PDF, which is generated from the Microsoft® Office Word 2010 file).

Electronic files (final deliverables) shall be:

- Accessible: comply with Section 508 of the Rehabilitation Act; accessible to screen readers; high

contrast in black and white if any color is used; any information conveyed with color is conveyed equally well when color is not available.

- Archival: generate PDF using Adobe Acrobat Professional X with NRC downloaded NRC distiller and preflight profiles or NRC designated PDF generator and PDF/A format, an international standard for archival PDFs; embed fonts; update/delete metadata (<http://www.nrc.gov/site-help/electronic-sub-ref-mat.html>).
- Print-ready: minimum 600 dpi (1,200 dpi recommended) for high-quality, professional printing; include print disclaimers for any scanned or pixelated images; the PDF shall be an entire document, including cover, inside cover, title page, NRC Form 335, etc. (see NUREG-1757).
- Web-enabled (electronic): bookmarks for navigation (generated by Microsoft® Office Word 2010, or current NRC designated word processing software, as directed by the COR, with the heading styles applied); live links to Web sites (entire URL shall be active); meet NRC Web publication standards; enabled for Fast Web view; match agency-wide electronic standards (<http://www.nrc.gov/site-help/e-submittals.html>).
- Free of any restrictions in their use, to include password protections on the document or style sheet.

Specifically, the Microsoft® Office Word 2010 file shall use the following:

- Styles
- Automated formatting (no manually tabbed columns)
- Linked bookmarks or anchors for the table of contents or other document guides that jump to specific sections of the text
- Headers and other structural markup
- Abbreviation list
- Listed and linked figures, equations, tables, etc.
- Formatted tables with simple columns (do not nest tables, mark column headers if possible)
- Embedded fonts and objects

The contractor shall use the following guidelines for file names:

- Use ASCII letters (a-z, A-Z), digits (0-9), underscores and hyphens (“_” and “-”)
- Do not use spaces, quotation marks, diacritic marks or other special/non-printing characters
- Reserve the period (“.”, full stop) for the file extension at the end of the filename

In addition to general document quality standards, the contractor shall meet the following standards in:

- U.S. Government Printing Office (GPO) Style Manual
- NUREG-0650, "Preparing NUREG-series Publications," Revision 2
- NUREG-1379, "NRC Editorial Style Guide," Revision 2
- NUREG-0544, "NRC Collection of Abbreviations," Revision 4
- License Renewal Project Manager Handbook, Attachment 9, "Safety Evaluation Report (SER) Style Guide"
- License Renewal Project Manager Handbook, Attachment 29, "Safety Evaluation Report Writing Guide Lines and Samples"
- EIS Style Guide
- M.D 3.7, "NUREG-Series Publications"
- www.plainlanguage.gov
- Section 508 of the Rehabilitation Act

In cases where the EIS and SER style guides conflict with the *NRC Editorial Style Guide*, the contractor shall follow the SER and EIS style guides. The COR may require the contractor to deviate from the guidance documents listed above, if the guidance documents are being revised or new guidance is being developed.

The contractor shall be responsible for the following document properties:

- Layout
- Assembly
- Formatting
- Version control
- Producing a production-ready document

The contractor shall be responsible for services to improve the quality, clarity, and consistency of the SEIS and SER. Specifically, the contractor shall be responsible for recommending corrections and incorporating changes approved by the staff to include:

- Verifying the message is a coherent and logical flow of ideas
- Correcting syntax, grammar, spelling, and punctuation in accordance with NRC guidance
- Ensuring consistent use of terms, acronyms, abbreviations, and symbols
- Correcting disagreement of the subject and verb and faulty parallelisms
- Eliminating ambiguities, redundancy (wordiness), and overuse of the passive voice
- Ensuring consistency and accuracy of heading styles, headers, and footers
- Consistency of equations
- Verifying consistency and clarity of tables and figures; and redesigning them (as required) to improve their visual effectiveness
- Verifying the accuracy of references and cross-references
- Verifying references are available to the public
- Developing a table of contents in accordance with applicable style guides
- Developing an index in accordance with applicable style guides
- Ensuring consistency of text, figures, table headings, and section headings with the table of contents
- Verifying pagination (page numbers are consistent with the table of contents and index)

The final deliverable document for Tasks 2, 3, 4, 5, 6 and 7 shall:

- Be provided in the NRC-approved version of Microsoft ® Office Word 2010 or NRC designated word processing software, as directed by the COR
- Be provided in a PDF format generated by Adobe Acrobat Professional X or NRC designated PDF generator
- Be delivered “camera ready” on CD-ROM
- Meet the requirements above of “Electronic files shall be--”
- Meet the requirements above of “Specifically, the Microsoft ® Office Word 2010 file shall use--”
- Meet the requirements above of “The contractor is responsible for services to improve the quality, clarity, and consistency of the SEIS and SER--”

The standard scope of work for each SEIS and SER preparation is described in the following tasks. The below descriptions are provided as general background information only. Specific, detailed information for the requested tasks will be provided in individual task orders, which will include one or more tasks associated with a project. Tasks 2 and 3 are related and focus on the successful completion of the SEIS. Tasks 4 and 5 are related and focus on the successful completion of the SER.

Task 1. Orientation

The contractor team shall attend a one-time orientation at the NRC headquarters (or at the contractor's office) and be prepared to discuss the NRC's license renewal process for completing safety and environmental reviews and the format of the SEIS and SER. This project orientation session may be held in conjunction with the contract kick-off meeting and will discuss the business practice of working for NRC on safety and environmental reviews.

If necessary, the contractor shall attend and observe NRC scheduled events for other LRA projects, possibly including meeting with the license renewal project managers, writing sessions, or training sessions on technical editing at the direction of the COR as part of the orientation effort, for up to 16 hours.

Task 2. Draft Supplemental Environmental Impact Statement

For the first deliverable, the COR will provide an electronic version of the plant-specific DSEIS template in a word processing source file for contractor modification and use. The contractor shall become familiar with the SEIS framework. For each application as identified by task order, the contractor shall incorporate specific technical environmental evaluation input and additional information as provided by the COR into the plant-specific DSEIS template. The contractor shall, as necessary, insert placeholders for certain future technical evaluation input and additional information not yet available, as identified by the COR. The contractor shall also update the appendices in the DSEIS with plant-specific information. The contractor shall provide the necessary technical editor review of the DSEIS to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the DSEIS compared with the DSEIS template provided by the COR. Recommended technical editorial changes to the specific technical environmental evaluation input and additional information shall be provided to the COR in a track changes format for review before incorporation into the DSEIS. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the COR will provide content, comments and revisions to the DSEIS to the contractor in numerous batches, requiring turnaround within one work day in certain cases, as directed by the COR. The contractor shall revise the DSEIS based on comments and revisions provided by the COR and submit a final DSEIS.

The deliverable is a cover-to-cover plant-specific DSEIS based on technical and administrative information in the LRA and supplemental information in accordance with the provided SEIS template. The contractor shall also provide the necessary review of the DSEIS to ensure that it meets the NRC publication requirements for a NUREG-series report. If necessary, the DSEIS will contain place holders for certain future technical evaluation input and additional information as identified by the COR. The staff will review the DSEIS and provide comments to the contractor. The contractor shall revise and provide the final DSEIS based on comments from the COR in accordance with the delivery schedule in section 9, "Deliverables".

Task 3. Final Supplemental Environmental Impact Statement (FSEIS)

For each task as identified by task order, the contractor shall incorporate specific technical evaluation input as provided by the COR to fill any placeholders in the DSEIS that was provided by the COR. The contractor shall also revise the FSEIS based on additional information as provided by the COR. The contractor shall also revise and update the appendices in the FSEIS, as needed. The contractor shall provide the necessary technical editor review of the FSEIS to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the FSEIS compared with the DSEIS provided by the COR.

Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the COR in a track changes format for review before incorporation into the FSEIS. Then, the contractor shall provide a track changes version, comparing the differences between the FSEIS and the DSEIS to the COR for the staff's review. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the COR will provide comments and revisions to this FSEIS to the contractor in numerous batches, requiring turnaround within one work day in certain cases as directed by the COR. The contractor shall revise the FSEIS based on comments and revisions provided by the COR and submit a final FSEIS that is camera ready for NUREG publications. The schedule for completing Task 4 will be mutually agreed upon and in alignment with the staff's review schedule.

The deliverable is a cover-to-cover plant-specific FSEIS based on technical and administrative information in the ER of the LRA and supplemental information, as provided by the COR. The final deliverable of the FSEIS shall also include change bars for technical changes made between the DSEIS and FSEIS version. The contractor shall also provide the necessary review of the FSEIS to ensure that it meets the NRC publication requirements for a NUREG-series report. The staff will review the FSEIS and provide comments to the contractor. The contractor shall revise and provide the FSEIS based on comments from the COR in accordance with the delivery schedule in section 9, "Deliverables".

Task 4. Safety Evaluation Report with Open Items

For the first deliverable, the COR will provide an electronic version of the plant-specific SER template in a word processing source file for contractor modification and use. The contractor shall become familiar with the SER framework. For each application as identified by task order, the contractor shall incorporate specific technical safety evaluation input and additional information as provided by the COR into the SER framework. The contractor shall also organize and document the Open and Confirmatory items of the SER based on the technical evaluation input provided by the COR. The Open and Confirmatory items are typically in Section 1.5 and 1.6, respectively, of the SER. The contractor shall also update the appendices in the SER with open items. The contractor shall provide the necessary technical editor review of the SER with open items to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the SER with open items compared with the SER framework provided by the COR. Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the COR in a track changes format for review before incorporation into the SER with open items. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the COR will provide comments and revisions to the SER with open items to the contractor in numerous batches, requiring turnaround within one work day in certain cases, as directed by the COR. The contractor shall revise the SER with open items based on comments and revisions provided by the COR and submit a final SER with open items. The schedule for completing Task 3 will be mutually agreed upon and in alignment with the staff's review schedule.

The deliverable is a cover-to-cover plant-specific SER with open items based on technical and administrative information in the LRA and supplemental information in accordance with the provided SER framework. The contractor shall also provide the necessary review of the SER to ensure that it meets the NRC publication requirements for a NUREG-series report. The staff will review the SER with open items and provide comments to the contractor. The contractor shall revise and provide the SER with place holders, as needed, based on comments from the COR in accordance with the delivery schedule in section 9, "Deliverables".

Task 5. Final Safety Evaluation Report

For each task as identified by task order, the contractor shall revise the SER with open items based on additional information as provided by the COR. The contractor shall also incorporate specific technical evaluation input as provided by the COR to close the Open and Confirmatory items in the SER with open items that was provided by the COR. This task also includes, but is not limited to revising Section 1 of the SER regarding the Open and Confirmatory items (typically Section 1.5 and 1.6, respectively) and updating the appendices in the SER. The contractor shall provide the necessary technical editor review of the SER to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the SER compared with the SER with open items provided by the COR. Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the COR in a track changes format for review before incorporation into the SER. Then, the contractor shall provide a track changes version, comparing the differences between the final SER and the SER with open items, to the COR for NRC review. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the COR will provide comments and revisions to this SER to the contractor in numerous batches, requiring turnaround within one work day in certain cases as directed by the COR. The contractor shall revise the SER based on comments and revisions provided by the COR and submit a final SER that is camera-ready for NUREG publications. The schedule for completing Task 5 will be mutually agreed upon and in alignment with the staff's review schedule.

The deliverable is a cover-to-cover plant-specific SER based on technical and administrative information in the LRA and supplemental information, as provided by the COR. The contractor shall also provide the necessary review of the SER to ensure that it meets the NRC publication requirements for a NUREG-series report. The staff will review the SER and provide comments to the contractor. The contractor shall revise and provide the SER based on comments from the COR in accordance with the delivery schedule in section 9, "Deliverables".

Task 6. Environmental Scoping Summary Report

For each task as identified by task order, the contractor shall provide the necessary technical editor review of the Scoping Summary Report to ensure the document is complete and meets the NRC publication requirements. Recommended technical editorial changes to the staff's responses to comments and additional information shall be provided to the COR in a track changes format for review before incorporation into the Scoping Summary Report. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the COR will provide comments and revisions to the contractor in numerous batches, requiring turnaround within one work day in certain cases as directed by the COR. The contractor shall revise the Scoping Summary Report based on comments and revisions provided by the COR and submit a final Scoping Summary Report.

The deliverable is a cover-to-cover plant-specific Environmental Scoping Summary Report based on technical and administrative information in the LRA or the medical isotope production facility environmental report (ER), and supplemental information as provided by the COR. The COR will provide a draft version of the document for initial editing and formatting by the contractor. The contractor shall provide the necessary review of the report to ensure it conforms to the requirements set forth in section 4 of this SOW, and provide suggested edits, corrections and comments. The staff will review the draft document with corrections and either accept the changes or provide comments to the contractor. The contractor shall incorporate the final revisions and provide the final deliverable document based on comments from the COR in accordance with the delivery schedule in section 9, "Deliverables".

Task 7. Aging Management Program (AMP) Audit Report

For each task as identified by task order, the contractor shall provide the necessary technical editor review of the AMP Audit Report to ensure the document is complete and meets the NRC publication requirements. Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the COR in a track changes format for review before incorporation into the AMP Audit Report. Because of the strict project schedule and multiple NRC stakeholders involved in the review, it is expected the COR will provide comments and revisions to the contractor in numerous batches, requiring turnaround within one work day in certain cases as directed by the COR. The contractor shall revise the AMP Audit Report based on comments and revisions provided by the COR and submit a final AMP Audit Report.

The deliverable is a cover-to-cover plant-specific Aging Management Program Audit Report based on technical and administrative information in the LRA and supplemental information, as provided by the COR. The COR will provide a draft version of the document for initial editing and formatting by the contractor. The contractor shall provide the necessary review of the report to ensure it conforms to the requirements set forth in section 4 of this SOW, and provide suggested edits, corrections and comments. The staff will review the draft document with corrections and either accept the changes or provide comments to the contractor. The contractor shall incorporate the final revisions and provide the final deliverable document based on comments from the COR in accordance with the delivery schedule in section 9, "Deliverables".

Task 8. Medical Isotope Production Facility Environmental Assessment (EA) or Environmental Impact Statement (EIS)

The Environmental Impact Statement for medical isotope production facilities, which is similar in scope and review methodology to the SEIS but is approximately 80% of the document length, will be edited under this task. Additionally, the medical isotope production facility review may only require an Environmental Assessment, which is considerably smaller in scope and length. The document type and level of effort, as well as specific requirements for the editing and deliverables, will be described in the task order.

Task 9. Monthly Status Report and License Fee Recovery Cost Report

A. Monthly Status Report

The contractor shall provide a monthly status report by the 15th of each month. The report shall provide the technical and financial status of the effort. The contractor shall transmit the report by e-mail to the CO, COR, DLR_RPOBResource@nrc.gov, and Karenina.Newell@nrc.gov. The format and content requirements for the report are contained in Attachment 2 to this SOW.

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

The financial status section of the report shall include the total award amount and funds obligated to date; total costs incurred in the reporting period, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the

contract or task order.

B. License Fee Recovery Cost Status Report

Pursuant to the provisions on fees of 10 CFR Parts 170 and 171, the contractor shall provide the total amount of funds accrued during the period and cumulative to date for each task and task order by facility. The License Fee Recovery Status Report must be on a separate page, as part of the monthly status report, in the format provided in Attachment 2.

There should be only one License Fee Recovery Cost Status (LFRCS) table per contract each month. Unit numbers, for example, Nuclear Power Plant X Unit 1 and Nuclear Power Plant X Unit 2, should be identified for each facility included in each table. The facilities should be sorted by docket number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one unit at the same site, each unit should be listed separately and the costs should be split appropriately between the units. Common costs, as defined below, must be identified separately in the LFRCS table each month and must be divided among all plants worked on under the program during the month. The total of the period costs reported in the LFRCS table should equal the total of the period costs reported in the financial status report. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the LFRCS table.

“Common costs” are those costs associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: (1) preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; (2) efforts associated with the lead-plant concept that might be involved during the first one or two plant reviews; (3) meetings and discussions involving the above efforts to provide orientation, background knowledge, or guidance during the course of a program; (4) any technical effort applied to a category of plants; and (5) project management. The format and content requirements for the report are contained in Attachment 2 to this SOW.

Task 10. Related Support

As directed by task order, which shall only be agreed upon by the contractor and the CO, the contractor shall provide up to 700 person-hours of related support to assist with producing additional documents, as needed. The contractor shall inform the COR of any related support they foresee for a particular task order. Examples of additional documents may include: supplements to the final SER, supplements to the FSEIS, errata to the SER, errata to the FSEIS, and tables and appendices for the SER and SEIS. The scope of work, resources, and completion time for each document under this task will be agreed upon by the contractor and the CO prior to starting the activity.

5. PERFORMANCE REQUIREMENTS

The deliverables required under this effort shall conform to the standards contained, or referenced, in the SOW. The Performance Requirements Summary (Attachment 1) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to this effort.

6. MEETINGS AND TRAVEL

The following meeting and travel are anticipated. The travel shown below is an anticipated maximum for the purposes of providing a proposal.

- One, 3-person, two-day trip to the NRC Headquarters in Rockville, Maryland.
- Six to eight, 1-person, 1-hour trips, or the equivalent, to the NRC Headquarters in Rockville, Maryland per year.
- Bi-weekly, 30 minute teleconferences per year.
- One, 1-hour "Kick-off" teleconference for each LRA (up to 7)
- One, 1-hour "Kick-off" teleconference for each medical isotope production facility EIS or large/complex "additional support" task orders issued (up to 3)

7. NRC FURNISHED MATERIALS

The COR will provide the contractor with the LRAs and the SEIS and SER framework to support tasks 2-5 and task 8. The COR will provide draft documents for Tasks 6 and 7 that are generally in the appropriate format. The COR can also provide other applicable background information and reference documentation. For the purpose of providing a proposal, the NRC Web site below, contains past and current LRAs and staff SEISs and SERs.

<http://www.nrc.gov/reactors/operating/licensing/renewal/applications.html#plant>

The following NUREG reports related to this effort are available through the NRC Agencywide Document Access and Management System (ADAMS).

NUREG-1379, "NRC Editorial Style Guide," Revision 2, is available through ADAMS at:

<http://www.nrc.gov/reading-rm/adams.html#web-based-adams> (Accession No. ML093280744)

NUREG-0544, "NRC Collection of Abbreviations," Revision 4, is available through ADAMS at:

<http://www.nrc.gov/reading-rm/adams.html#web-based-adams> (Accession No. ML041050544)

An electronic copy of MD 3.7, "NUREG-Series Publications" will be provided if requested by the contractor.

8. LICENSE FEE

The work performed under this SOW is license fee recoverable

9. DELIVERABLES

Specific, detailed information for the requested tasks and deliverables will be provided in individual task orders, which will include one or more tasks associated with a project. The contractor shall provide the deliverables listed below in two electronic formats (Microsoft® Office Word 2010 or NRC designated word processing software and PDF file using Adobe Acrobat Professional X or NRC designated PDF) and a hard copy printed from the PDF file to the COR. The final deliverables for each task shall not have any restrictions in their use by the government. If document protections are employed during the editing process as part of a version control

methodology, an additional unprotected version of the final deliverable for government records and future use must be provided.

A "Final Draft", as required in Task 2 and Task 4 below, refers to the final camera-ready draft to be sent for public review (SEIS) or for concurrence (SER). A "Draft Final", as required in Task 3 and Task 5 below, refers to the draft of the final document incorporating comments and mark-ups as directed by the COR. The "Draft Final" is the final camera-ready document to be published in accordance with NUREG publishing requirements.

The NRC has an expectation that the contractor will be able to perform technical editing of a minimum of 70 pages per day as well as format a minimum of 70 pages per day. If, due to multiple tasks under this contract being performed simultaneously, the below delivery schedules are unachievable, the contractor shall coordinate with the COR to prioritize work and agree on an acceptable delivery schedule.

Because of the strict project schedule and multiple NRC contributors to the documents, it is expected the COR will provide comments and revisions to the contractor in numerous batches, requiring turnaround within one work day in certain cases as directed by the COR.

The following are standard deliverable due dates for each of the tasks:

- Task 2. Draft SEIS (DSEIS)
 - a. First Draft Due: no later than 2 weeks from contractor receipt of draft.
 - b. Final Draft Due: no later than 1 week from final input from COR.

- Task 3. Final SEIS (FSEIS)
Draft and track changes comparison document
 - a. First Draft Due: no later than 2 weeks from contractor receipt of draft.
 - b. Draft Final Due: no later than 1 week from final input from COR.

- Task 4. SER with Open Items
 - a. Draft Due: no later than 2 weeks from contractor receipt of draft.
 - b. Final Draft Due: no later than 1 week from final input from COR.

- Task 5. Final SER
Draft and track changes comparison document
 - a. Draft Due: no later than 2 weeks from contractor receipt of draft.
 - b. Draft Final Due: no later than 1 week from final input from COR.

- Task 6. Environmental Scoping Summary Report
 - a. Draft Due: no later than 1 week from contractor receipt of draft.
 - b. Draft Final Due: no later than 1 week from final input from COR.

- Task 7. AMP Audit Report
 - a. Draft Due: no later than 1 week from contractor receipt of draft.
 - b. Draft Final Due: no later than 1 week from final input from COR.

- Task 8. EIS
Draft and track changes comparison document
 - c. First Draft Due: no later than 2 weeks from contractor receipt of draft.
 - d. Draft Final Due: no later than 1 week from final input from COR.

- Task 9. Monthly Status Report and License Fee Recovery Cost Report
 - a. Due: By the 15th of each month.

- Task 10. Task Orders for Related Support
 - a. Due: As specified in Task Order delivery schedule

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A

D.2 BRANDING (AUG 2012)

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of International Programs, under Contract/order number TBD.

SECTION F - Deliveries or Performance

F.1 PLACE OF DELIVERY—DELIVERALBES (AUG 2011)

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

- a. Contracting Officer's Representative (COR) (1 electronic copy) – Refer to section G.1, 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (NOVEMBER 2006), for e-mail address information.
- b. Alternate Contracting Officer's Representative (COR) (1 electronic copy) – Refer to section G.1, 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (NOVEMBER 2006), for e-mail address information.
- c. Contracting Officer (CO) (1 electronic copy) – Lisa.Kauffman@nrc.gov.

F.2 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on 12/4/2014 of award and will expire on 12/31/2019.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (NOVEMBER 2006)

(a) The Contracting Officer's Representative (COR) for this contract is:

Name: Jeffrey Mitchell
Address: 11555 Rockville Pike
Mail Stop OWFN 11 F1
Rockville, MD 20852
Telephone Number: 301-415-3019
E-mail Address: Jeffrey.Mitchell2@nrc.gov

ALTERNATE CONTRACTING OFFICER REPRESENTATIVE (COR)

Name: Lindsay Robinson
Address: 11555 Rockville Pike
Mail Stop OWFN 11 E19
Rockville, MD 20852
Telephone Number: 301-415-4115
E-mail Address: Lindsay.Robinson@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC Contracting Officer Representative. 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 Contracting Officer Representative 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 Contracting Officer Representative or must be confirmed by the Contracting Officer Representative 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 Contracting Officer Representative in the manner prescribed by this clause and within the Contracting Officer Representative's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the Contracting Officer Representative 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 Contracting Officer Representative 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 Contracting Officer Representative 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.

G.2 ELECTRONIC PAYMENT (SEP 2013)

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

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

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
Mailstop O3-E17A
11555 Rockville Pike
Rockville, MD 20852-2738

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.215-70 KEY PERSONNEL (JAN 1993)

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

- David Allen, Project Manager
- Susan Cooke Anastasi, Technical Editor
- Teresa Duberry, Document Specialist

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 Contracting Officer Representative 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.

H.2 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared every 12 months from date of award. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.3 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

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

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

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

H.4 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements.
<http://www.fedcenter.gov/programs/eo13514/>

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

H.5 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

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

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF	JAN 2011

52.204-10	CONTRACTOR PERSONNEL REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	JAN 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS ALTERNATE I (JUNE 2007)	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
1030	NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES	AUG 2011

I.2 2052.216-72 TASK ORDER PROCEDURES. (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor

may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

I.3 2052.216-73 ACCELERATED TASK ORDER PROCEDURES. (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

I.4 2052.242-70 RESOLVING DIFFERING PROFESSIONAL VIEWS. (OCT 1999)

(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 judgment 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 Views (DPVs).

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) 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 may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV 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 DPV's received but need not endorse them.

I.5 2052.242-71 PROCEDURES FOR RESOLVING DIFFERING PROFESSIONAL VIEWS (OCT 1999)

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

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

(c) Before incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. If there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.

(d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV process is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. This procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its own merits.

(f) The DPV, 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 based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a 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.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

I.6 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date through five years of award of this contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.7 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$20,000.00;

(2) Any order for a combination of items in excess of \$20,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.8 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract one year beyond the expiration date of this contract.

I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and 6 months.

I.11 52.219-17 SECTION 8(a) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission (NRC) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NRC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NRC.

I.12 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The will notify the Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.13 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 541690 assigned to contract number TBD.

[Contractor to sign and date and insert authorized signer's name and title].

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO. PAGES
Attachment 1	Performance Requirement Summary	5
Attachment 2	Monthly Status Report	2
Attachment 3	Billing Instructions for Fixed-Price Type Contracts (May 2013)	4
Attachment 4	Billing Instructions for Labor-Hour Type Contracts (MAY 2013)	8