

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 15

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

1. DATE OF ORDER 04/03/2015	2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0005	6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-
3. ORDER NO. NRC-HQ-20-15-T-0003	4. REQUISITION/REFERENCE NO. NRR-15-0098	

5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001	b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY
c. CITY ROCKVILLE	d. STATE MD
	e. ZIP CODE 20852

7. TO: a. NAME OF CONTRACTOR ENERGY RESEARCH INC	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 6189 EXECUTIVE BLVD	REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
d. CITY ROCKVILLE	e. STATE MD
	f. ZIP CODE 208523901

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE OFF OF NUCLEAR REACTOR REGULATION
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB	12. F.O.B. POINT
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
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**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	ERI EWC UN T005. 1 titled Development of the Safety Evaluation Report for the License Renewal Review of the Rhode Island Atomic Energy Commission Research Reactor.  Contracting Officers Representative: Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME US NUCLEAR REGULATORY COMMISSION	\$0.00		
b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A	\$104,330.27		
c. CITY ROCKVILLE	d. STATE MD	e. ZIP CODE 20852-2738	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	04/03/2015	23. NAME (Typed) MARK THOMPSON TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

APR - 7 2015

ADM002

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

PAGE NO

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

04/03/2015

NRC-HQ-25-14-E-0005

NRC-HQ-20-15-T-0003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Patrick Boyle, email: Patrick.Boyle@nrc.gov, phone: 301-415-3936 Contractor POCs: Business: Tracey Mullinix, Contract Administrator. Email: tlm@eri-world.com. Phone: (301) 881-0866. Technical: Dr. Mohsen Khatib-Rahbar, President. Email: mkrl@eri-world.com. Phone: (301) 881-0866.</p> <p><i>Mohsen Khatib-Rahbar</i>      4/3/15 _____ ERC Authorized Official      Date</p> <p>Accounting Info: 2015-X0200-FEEBASED-20-20D006-11-4-178-1061-252A Period of Performance: 04/06/2015 to 04/05/2018</p>					

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

\$0.00

**TASK ORDER 05 – Unrestricted EWC IDIQ for ERI**

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

**B.1 PRICE/COST SCHEDULE**

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL COST PLUS FIXED FEE
0001	Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK	[REDACTED]	[REDACTED]	[REDACTED]
	<b>Total</b>	[REDACTED]	[REDACTED]	<b>\$104,330.27</b>

**NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT**

(a) The estimated total quantity of this contract for the products/services under this contract is **\$104,330.27** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents fixed fee.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The amount currently obligated by the Government with respect to this contract is **\$104,330.27**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(d) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

(e) The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK FOR TASK ORDER 03**

NRC Requisition Office: NRR

Fee Recoverable: No

TAC Numbers: ME1598

### **1.0 PROJECT TITLE AND DESCRIPTION**

This project is titled: “Development of the Safety Evaluation Report for the License Renewal Review of the Rhode Island Atomic Energy Commission Research Reactor.”

The purpose of this task order is to provide a final safety evaluation (SE) document for the license renewal application (LRA) review of the Rhode Island Nuclear Science Center (RINSC) Research Reactor (operated by and licensed to the Rhode Island Atomic Energy Commission, RIAEC) in accordance with the guidance provided in U.S. NRC NUREG-1537, “Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors.” This safety evaluation document will form the basis for the NRC staff to use to complete the Safety Evaluation Report (SER) for the RINSC License Renewal.

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

### **2.0 BACKGROUND**

The Nuclear Regulatory Commission (NRC) has the authority and responsibility to review and evaluate requests for licensing actions made by its licensees. The RIAEC (the Licensee/Applicant) submitted an application on May 3, 2004 for renewal of its Facility Operating License No. R-95 for the RINSC facility. As part of the LRA request, the licensee provided an updated safety analysis report (SAR), including technical specifications (TS). Issuance of a renewed license would authorize operation of the RINSC reactor for a period of 20 years. The NRC staff has reviewed the LRA, issued requests for additional information (RAIs), reviewed the RAI responses, and begun the development of the LR SER. At this point, about 30 percent of the SER has been drafted. The NRC staff submits this SOW in order to obtain additional technical support necessary in order to complete the RINSC reactor LRA review in a timely fashion. Specifically, the contractor shall complete a Final SE document to be used by the NRC staff to complete the RINSC reactor LR SER. The scope of the technical support needed is detailed below.

### **3.0 SCOPE OF WORK**

The objective of this task order is to obtain the SE document to be used by the NRC staff to complete the LR SER for the RINSC facility operating license. The contractor must provide all resources necessary to accomplish the tasks and deliverables described in this

statement of work (SOW). Specifically, the contractor shall review the information listed below (provided by the NRC staff):

- RINSC LRA SAR;
- NRC staff RAIs;
- RINSC responses to NRC staff RAIs;
- RINSC Hazards Summary Reports; and
- Other related information, as necessary.

The NRC COR, who may also be the NRC LR project manager (PM), will conduct a kickoff meeting via a telephone conference call to discuss the status of the LR review, provide the referenced information needed to complete the review, and discuss any questions that may arise by the contractor. Routine telephone conversations between the NRC COR and the contractor's PM will occur as necessary throughout the contract period.

Following this review, the contractor shall develop a draft SE document using the guidance provided in NRC NUREG-1537 (Task 1). The NRC staff has already developed an outline of the SER and completed approximately 30 percent of the SER. Additionally, the NRC staff has developed technical basis for many of the NUREG-1537 required subjects. However, a detailed technical review is needed that shall include a comprehensive review of the Applicant's proposed TSs, and the development of the bases of acceptability for each TS.

In addition, the contractor shall perform confirmatory calculations of the Applicant's dose calculations in order to validate the accuracy of the Applicant's submitted dose information. The contractor shall include a side-by-side comparison of the Licensee's and contractor's dose calculations as part of the SE document. In addition, other confirmatory calculations (e.g., from the licensee's neutronic or thermal-hydraulic analyses) are not expected, but may be authorized by the Contracting Officer's Representative (COR) after discussion and agreement with the contractor.

The NRC does not anticipate that additional RAIs will be required, but if during the course of the work, the contractor determines that they may be necessary, the contractor shall communicate that information to the NRC COR who will obtain the necessary information from the Licensee. Additionally, all communication to the licensee by the contractor must be done through the NRC COR.

The NRC does not anticipate that a site visit will be necessary for the contractor to complete this work. The contractor's review will be done in-office from documents and material provided by the NRC staff. As the COR determines necessary, telephone conference calls may be conducted between the contractor and the COR. If the contractor believes conference calls or other communications are necessary, the contractor shall negotiate that with the COR. The contractor shall not contact the Applicant directly.

Following an acceptance review by the NRC COR, the contractor shall provide a Final SE document as a task order deliverable (Task 2).

## 4.0 SPECIFIC TASKS

The contractor shall perform the tasks below in accordance with the estimated completion schedule. The specific dates for these deliverables will be agreed upon between the NRC COR and the contractor prior to start of work.

### **Task 1: Develop Draft SE Document**

#### **Requirement**

Based on the requirements of 10 CFR 20, 30, 40, 50 and 70 as appropriate, and the guidance contained in NUREG-1537, the contractor shall review the information provided by the NRC staff related to the RINSC LRA and develop a Draft SE document in conformance with the guidance in NUREG-1537. The Draft SE document shall state the applicable regulations or standards, discuss the Applicant's method for satisfying the regulations or standards, and provide an analysis of whether the Applicant's method does indeed satisfy the regulations or standards. The COR will arrange to conduct a kick-off meeting if the contractor requests that one be held.

#### **Standard**

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

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

The contractor shall perform independent confirmatory calculations of the Applicant's dose estimates as provided in the LRA or RAI responses. To the extent that other confirmatory calculations may become necessary, the contractor shall bring this to the attention of the COR for the COR's approval prior to beginning performance of these other calculations.

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

#### **Deliverable**

Draft SE document – Delivered to COR within six months after task order award.

### **Task 2: Provide Final SER Document**

#### **Requirement**

The NRC staff will review the Draft SE document and provide comments back to the contractor. The contractor shall review and evaluate the NRC staff's comments to the Draft SE document and provide a Final SE document with the basis for acceptability for the supporting safety conclusions based on the guidance provided in NUREG-1537.

**Standard**

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

**Deliverable**

Final SE document – Delivered to COR, within two to four weeks as directed by the COR based on complexity of comments following receipt of the NRC staff comments on the Draft SE document.

**Task 3 Related Support**

**Requirement**

If requested by the COR, the contractor shall provide up to 100 LOE hours of related technical support to the NRC staff following delivery of the Final SE document. This related support may, for example, consist of tasks such as: responding to questions on the final deliverable; attending meetings with NRC Management; or any hearings, to discuss the results of the LRA review; and assisting NRC staff in resolution of outstanding issues from these meetings.

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

**Standard**

The contractor shall participate in related meeting support, if requested by the NRC COR. The contractor shall ensure that all information/support it provides for these meetings pursuant to this SOW shall be technically correct.

**Deliverable**

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

**5.0 APPLICABLE DOCUMENTS AND STANDARDS**

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

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

**6.0 DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS**

All deliverables shall be submitted to the NRC COR electronically with a copy provided to the NRC CO. These deliverables shall be prepared in Microsoft Office Word format, and in Adobe Acrobat file (pdf). The transmittal letter, at a minimum, shall contain the job code number (JCN), contract number, the LRA being reviewed, as well as the task order project title. Below is an example of an estimated delivery schedule for review of RINSC LRA. The specific dates for these deliverables will be agreed upon between the NRC COR and the contractor after task order award.

<b>Tasks</b>	<b>Deliverables</b>	<b>Nominal Schedule</b>
Draft SE document	Draft SE document	Six months after commencement of the RINSC LRA review.
Final SE document	Final SE document	Two to four weeks after receipt of the final NRC comments as directed by COR
Related Support	As requested	As requested
Status Report	Monthly Letter Status Report	15 <sup>th</sup> of each month

**Monthly Letter Status Report**

The contractor shall provide an electronic version of the Monthly Letter Status Report (MLSR) to the CO, COR, NRR Funds Certifying Official and Office of the Chief Financial Officer (OCFO) by the 15th of each month, in a format similar to the sample contained in Attachment 2. The report shall provide the technical and financial status of the effort.

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

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



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

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

#### License Fee Recovery Cost Status Report

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

#### Performance Requirements

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

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

**7.0 REQUIRED LABOR CATEGORIES/ ESTIMATED EFFORT (Except for Information Technology Services)**

The estimated effort for the review of the RINSC facility license renewal is estimated to be 600 hours, apportioned among the tasks as shown below. The estimated effort for this task order takes into consideration the contractor's knowledge gained through previous experience with research and test reactor (RTR) LRA reviews; and familiarity with the NRC's RTR license renewal review process. The estimated effort shown above includes the level of effort needed to support the meetings and travel specified in this SOW.

**Labor categories/Estimated Effort Table**

Labor Category	Minimum Qualification Requirement	Estimated Labor Hours
Project Manager	1) B.S. in Engineering, Physics or similar technical field, or 2) Minimum 10 years research and test reactor operating experience.	100
Subject Matter Expert	1) B.S. in Engineering, Physics or similar technical field, and 2) Minimum 5 years Technical Expertise in Dose Calculations.	100
Senior Technical Reviewer	1) B.S. in Engineering Physics or similar technical field, or 2) Minimum 1 year Technical Expertise in research and test reactor operation, licensing and analysis.	400

**8.0 GOVERNMENT-FURNISHED PROPERTY**

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

**9.0 PERIOD OF PERFORMANCE**

The duration of this Task Order will be three years from task order award.

**10.0 PLACE OF PERFORMANCE**

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

**11.0 SPECIAL CONSIDERATIONS**

**TRAVEL/MEETINGS**

The contractor may need to make one trip to NRC HQ to support any related questions, meetings, or hearings that may result from the LRA review. This support is outlined in Task 3, Related Support.

- **Trip purpose and associated task:** The purpose of this travel would be to answer questions posed by NRC management, or attend a meeting or hearing on the on the LR review of the RINSC facility.
- **Frequency:** One trip.
- **Destination:** NRC HQ office complex.
- **Number of Staff:** Up to three (3) contractor's staff.
- **Number of Days:** Up to three (3) days.

All travel requires prior written approval from the COR.

\$9000 is estimated for this travel.

## **SECURITY**

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

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

## **12.0 NRC FURNISHED MATERIAL**

The following NRC furnished materials will be provided to the contractor under Section J, below:

Electronic copy of the MLSR

## **13.0 OTHER APPLICABLE INFORMATION**

- a. License Fee Recovery

The work under this task order is not license fee recoverable.

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

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

This order shall commence on April 6, 2015 and will expire on April 5, 2018. (See FAR 52.216-18 - Ordering).

(End of Clause)

**SECTION H - Special Contract Requirements**

**2052.215-70 KEY PERSONNEL. (JAN 1993)**

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

Tech Reviewer	M. Libby
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\*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

(End of Clause)

**2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)**

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

Name: Patrick Boyle  
Address: US NRC  
NRR/DPR/PRLB  
MS-O-10E01  
Washington DC 20555  
Telephone Number: 301-415-3936  
Email: [Patrick.Boyle@nrc.gov](mailto:Patrick.Boyle@nrc.gov)

The alternate contracting officer's representative is:

Name: Geoffrey Wertz  
Address: US NRC  
NRR/DPR/PRLB  
MS-O-10E01  
Washington DC 20555  
Telephone Number: 301-415-0893  
Email: [Geoffrey.Wertz@nrc.gov](mailto:Geoffrey.Wertz@nrc.gov)

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

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

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

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

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

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

(End of Clause)

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

Attachments:

1. Monthly Letter Status Report Template