

ORDER FOR SUPPLIES OR SERVICES

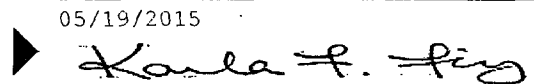
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/19/2015		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0006		6. SHIP TO:	
3. ORDER NO. NRC-HQ-20-15-T-0002		4. REQUISITION/REFERENCE NO. NRR-15-0148		a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY	
d. CITY SAN DIEGO		e. STATE CA	f. ZIP CODE 921212722	c. CITY ROCKVILLE	d. STATE MD
7. TO:		f. SHIP VIA			
a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 10070 BARNES CANYON RD				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.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFF OF NUCLEAR REACTOR REGULATION	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 11/30/2015	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order 3, Entitled "North Carolina State University Safety Evaluation Input Development for Fueled Experiment License Amendment" under EnterpriseWide Contract No. NRC-HQ-25-14-E-0006. 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 O3-E17A						
c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852-2738			\$80,648.00

22. UNITED STATES OF AMERICA BY (Signature) 		05/19/2015		23. NAME (Typed) KARLA F. FITZ TITLE: CONTRACTING/ORDERING OFFICER	
--	--	------------	--	--	--

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

TASK ORDER 03 – Unrestricted EWC IDIQ for ISL

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]
	Total	[REDACTED]	[REDACTED]	\$80,648.00

NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

(a) The estimated total quantity of this contract for the products/services under this contract is **\$80,648.00** 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 **\$80,648.00** 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

NRC Requisition Office: Office of Nuclear Reactor Regulation

Fee Recoverable: Yes

TAC Numbers: MF5778

1. PROJECT DESCRIPTION

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

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

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

2. BACKGROUND

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

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

The purpose of this statement of work is to obtain necessary technical expertise to perform confirmatory code calculations, and develop a Final SE input to assist the NRC staff in determining the technical adequacy of the NCSU license amendment request consistent with review guidance provided in NUREG-1537, Part 2, “Guidance for Preparing and

Reviewing Applications for the Licensing of Non-Power Reactors.” The scope of the technical support needed is detailed in Section 4, Scope of Work.

3. TECHNICAL AND OTHER QUALIFICATIONS REQUIRED

The contractor shall provide a team of members who collectively possess the following expertise

- Subject Matter Expert(s) – shall, at a minimum, collectively have at least 10 years of [1] knowledge and practical experience with all aspects of RTR technology, [2] knowledge and practical experience in areas such as system and nuclear engineering, core physics, thermal hydraulics, fuel analyses, and health physics, [3] possess a degree that is closely related to the work described in the SOW.
- Program Manager (PM) – shall, at a minimum, have [1] knowledge and practical experience managing/facilitating projects of a similar scope, [2] knowledge and practical experience in technical subject areas such as, but not limited to, engineering and physical sciences, and [3] possess a degree that is closely related to the work described in the SOW. The PM will oversee the efforts of the contractor’s team to ensure the timely submittal of quality deliverables such that all information is accurate and complete.

4. SCOPE OF WORK

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

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

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

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

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

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

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

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

5. SPECIFIC TASKS

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

Task 1: Perform Independent Confirmatory Calculations of NCSU's Analyses

Task 1a: Present the Findings for the Draft Independent Confirmatory Calculations of NCSU's Analyses

Requirement:

Based on the requirements of 10 CFR Parts 20, 30, 40, 50 and 70 as appropriate, and the guidance contained in NUREG-1537, the contractor shall review the information provided by the NRC COR related to the NCSU LAR and perform confirmatory calculations to support preparing Draft SE input in conformance with the guidance in NUREG-1537. The confirmatory analyses for the NCSU's proposed fueled experiment shall validate the licensee's computational model and calculations. The contractor's confirmatory calculations involving the release of fission products for accident analyses shall validate the licensee's analysis and shall validate that the releases, given license conditions on operation and experiments, are compliant with the annual constraint of 10 CFR, Part 20. The confirmatory

calculations shall use codes and methods currently acceptable to the NRC staff. The contractor shall provide the results of the confirmatory calculations as a presentation of findings to the NRC COR. The input decks and all associated data with performing the confirmatory calculations and code runs must be provided to, and are the property of, the NRC.

Standard

The contractor's presentation shall present draft confirmatory calculations consistent with the review guidance specified in the NUREG 1537. The document shall be provided to the NRC COR as a Microsoft Office file, and shall follow the guidance in NUREG-1379, "NRC Editorial Style Guide," Rev. 2. The presentation of the draft confirmatory calculations shall be submitted to the NRC COR on time, and be technically acceptable, with no spelling or grammatical errors and in the specified format.

The presentation of draft confirmatory calculations shall provide the contractor's independent evaluation of the licensee's calculations to validate conformance to regulatory requirements and shall clearly identify the basis of acceptability including any required license conditions or proposed technical specifications. If the contractor determines that there are areas where additional information is warranted, the contractor shall communicate this information to the NRC COR as soon as possible. Any information requested by the contractor will include the related technical and/or regulatory bases (e.g., 10 Code of Federal Regulations, or NUREG-1537, ANSI/ANS, etc.).

Deliverable

Presentation of draft confirmatory calculations – Delivered to NRC COR the later of three months after task order award or one month after receipt of final licensee RAI responses related to Task 1a, if applicable.

Task 1b: Present the Findings for the Final Independent Confirmatory Calculations of NCSU's Analyses

Requirement

The NRC COR will review the Draft independent confirmatory calculations and provide comments back to the contractor. The contractor shall review and evaluate the NRC staff's comments to the Draft confirmatory calculations and provide a Final presentation of confirmatory calculations with the basis for acceptability for the supporting safety conclusions based on the guidance provided in NUREG-1537 that incorporates, as appropriate, all licensee RAI responses and the NRC staff's comments. The input decks and all associated data with performing the Final confirmatory calculations and code runs must be provided to, and are the property of, the NRC.

Standard

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

Deliverable

Final independent confirmatory calculations – Delivered to the NRC COR, two weeks following receipt of the NRC staff comments on the Draft independent confirmatory calculations.

Task 2: Develop SE Input

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

Requirement

Based on the requirements of 10 CFR Parts 20, 30, 40, 50 and 70 as appropriate, and the guidance contained in NUREG-1537, the contractor shall review the information provided by the NRC COR related to the NCSU LAR and develop a Draft SE input document consistent with the guidance in NUREG-1537 and incorporating the Final independent confirmatory calculations of Task 1b. The Draft SE input shall state the applicable regulations or standards, discuss the licensee's method by specific SAR or TS reference for satisfying the regulations or standards, and provide an analysis of whether the licensee's method does indeed satisfy the regulations or standards. The input decks and all associated data with performing the confirmatory calculations and code runs must be provided to, and are the property of, the NRC.

Standard

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

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

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

Deliverable

Draft SE Input – Delivered to NRC COR the later of:

- three months after task order award
- one month after receipt of final licensee RAI responses related to Task 2a, or
- one month after NRC COR acceptance of deliverable for Task 1b

Task 2b: Provide Final SER Input

Requirement

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

Standard

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

Deliverable

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

Task 3: Related Support

Requirement

If requested by the NRC COR, the contractor shall provide up to 40 hours of related technical support to the NRC staff following delivery of the Final SE input. This related support may, for example, consist of tasks such as: responding to questions on the final deliverable; attending meetings with senior NRC Management to discuss the results of the LAR review; and assisting NRC staff in resolution of outstanding issues from these meetings.

The scope of the related support activity and amount of hours to be used shall be agreed upon between the contractor's PM and the NRC COR before starting the activity. The NRC

COR will confirm the request, assistance due date, and estimated effort for the specific activity by e-mail to the contractor with a carbon copy to the NRC Contracting Officer (CO).

Standard

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

Deliverable

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

6. APPLICABLE DOCUMENTS AND STANDARDS

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

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

7. DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS

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

Tasks	Deliverables	Nominal Schedule
Results of confirmatory calculations	Presentation of Draft confirmatory calculations	The later of three months after commencement of the NCSU LAR review or one month after receipt of final licensee RAI response related to Task 1a, as applicable

Tasks	Deliverables	Nominal Schedule
Results of confirmatory calculations	Presentation of Final confirmatory calculations	Two weeks after receipt of the final NRC comments on Task 1a.
Draft SE document	Draft SE input document	The later of three months after commencement of the NCSU LAR review or one month after receipt of final licensee RAI response related to Task 2a, or one month after NRC acceptance of deliverable for task 1b, as applicable
Final SE document	Final SE document	Two weeks after receipt of the final NRC comments on Task 2a.
Related Support	As requested	As requested
Status Report	Monthly Letter Status Report	15 th of each month

The above deliverables shall be submitted electronically to the task order COR. The MLSR and ESP must also be submitted to the task order Contracting Officer (CO) as well as to the Office of Administration/Acquisition Management Division to ContractsPOT.Resource@nrc.gov

Monthly Letter Status Report

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

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

The financial status section of the MLSR shall include the following information: the total task order ceiling amount; funds obligated to-date; total costs incurred in the reporting period, broken down by direct and other direct costs; and total cumulative costs incurred-to-date. The MLSR shall also contain the balance of obligated funding remaining at the end of the reporting period, and the balance of funds required to complete the contract. Additionally, if applicable, the MLSR shall address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in

either projected expenditures or percentage of completion. The MLSR should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

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

License Fee Recovery Cost Status Report

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

Performance Requirements

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

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

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

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

8. REQUIRED LABOR CATEGORIES/ ESTIMATED LEVEL OF EFFORT

The estimated effort for the review of the NCSU LAR is estimated to be 440 hours, apportioned among the tasks as shown below. The estimated effort for this task order takes into consideration the contractor's knowledge gained through, and familiarity with, the NRC's RTR license renewal review process, as described in Section 3, "Technical And Other Special Qualifications Required."

The estimated effort shown above includes the estimated effort needed to support the meetings and travel specified in this SOW.

9. GOVERNMENT-FURNISHED PROPERTY

N/A

10. PERIOD OF PERFORMANCE

The period of performance for this task order is as stated below, in SECTION F - Deliveries or Performance NRCF030A PERIOD OF PERFORMANCE ALTERNATE I.

11. PLACE OF PERFORMANCE

Work will be performed at the contractor's site.

12. SPECIAL CONSIDERATIONS

11.1 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 LAR 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 senior management, or attend a meeting related to the NCSU LAR request.
- **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 NRC COR.

11.2 SECURITY

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

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

11.3 LICENSE FEE RECOVERY

All 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 date of award and will expire on November 30, 2015. (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:

Senior Tech Reviewer	J. Atchison
Senior Tech Reviewer	G. Roth

*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: Duane Hardesty
Address: US NRC
NRR/DPR/PRLB
OWFN/ 12 D20
Washington DC 20555
Telephone Number: 301-415-3724
Email: Duane.Hardesty@nrc.gov

The alternate contracting officer's representative is:

Name: Linh Tran
Address: US NRC
NRR/DPR/PRLB
OWFN/ 12 D20
Washington DC 20555
Telephone Number: 301-415-4103
Email: Linh.Tran@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