

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 18

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

1. DATE OF ORDER 06/15/2015		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0005		6. SHIP TO:	
3. ORDER NO. NRC-HQ-20-15-T-0006		4. REQUISITION/REFERENCE NO. NRR-15-0153		a. NAME OF CONSIGNEE EBEN ALLEN 301415-4246	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				b. STREET ADDRESS	
c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20555		
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR ENERGY RESEARCH INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 6189 EXECUTIVE BLVD				REFERENCE YOUR:	
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	

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"/> 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			
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 01/29/2016	
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)
	Contract Number:NRC-HQ-25-14-E-0005 ERI EWC UN Task Order 8 Project Title: University of Maryland Training Reactor - Performance and Documentation of Confirmatory Calculations Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
SEE BILLING INSTRUCTIONS ON REVERSE	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			
	c. CITY	d. STATE	e. ZIP CODE		\$26,851.14	17(i) GRAND TOTAL
ROCKVILLE	MD	20852-2738				

22. UNITED STATES OF AMERICA BY (Signature)		06/15/2015	23. NAME (Typed)
			DOMONIQUE MALONE
			TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADMIN **SUNSI REVIEW COMPLETE** **SEP - 3 2015** **ADM002**

**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER 06/15/2015	CONTRACT NO. NRC-HQ-25-14-E-0005	ORDER NO. NRC-HQ-20-15-T-0006
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>of the Thermal Hydraulics Analyses Supporting the License Renewal Application Review.</p> <p>This is a Cost-Plus-Fixed-Fee task order being issued under Enterprise Wide Contract NRC-HQ-25-14-E-0005. The contractor shall perform the services described in the Statement of Work.</p> <p>NRC POC: Eben Allen NRR/RTR LICENSING BRANCH Washington DC 20555 (301)415-4246 Eben.Allen@nrc.gov</p> <p>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>Total Estimated Cost: \$25,331.25 Fixed Fee: \$1,519.88 Period of Performance: June 15, 2015 - January 29, 2016</p> <p><i>Mohsen Khatib-Rahbar</i> 6/11/15 ERI Authorized Official Date</p> <p>Accounting Info: 2015-X0200-FEEBASED-20-20D006-11-4-178-1082-252A Period of Performance: 06/15/2015 to 01/29/2016</p>					

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

\$0.00

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]		\$26,851.13

NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

(a) The contract type for this task order Cost-Plus-Fixed-Fee.

(b) The estimated total cost of the services under this task order is \$26,851.13, of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents fixed fee.

(c) The amount currently obligated by the Government with respect to this task order is \$26,851.13, of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(d) The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost and FAR 52.232-22 - Limitation of Funds.

(End of Clause)

Labor Categories

The Contractor shall provide the following labor categories to perform the work under this task order:

- Program Manager
- Technical Review

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

University of Maryland Training Reactor: Performance and Documentation of Confirmatory Calculations of the Thermal Hydraulics Analyses Supporting the License Renewal Application Review

1. PROJECT TITLE AND DESCRIPTION

This project is titled: "University of Maryland Training Reactor: Performance and Documentation of Confirmatory Calculations of the Thermal Hydraulics Analyses Supporting the License Renewal Review."

The purpose of this work is to have the contractor perform independent confirmatory calculations of the thermal hydraulics analyses that the University of Maryland submitted as part of its license renewal application (LRA) for the University of Maryland Training Reactor (MUTR).

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

2. BACKGROUND

The NRC has the authority and responsibility to review and evaluate requests for licensing actions made by its licensees. The University of Maryland (the licensee) submitted an application for renewal of its Facility Operating License No. R-70 for the MUTR 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 MUTR for a period of 20 years. The NRC staff has reviewed the LRA; issued requests for additional information (RAIs), reviewed the RAI responses, and developed a draft version of the renewal safety evaluation report (SER). However, independent confirmatory calculations for MUTR's thermal hydraulics analyses have not been performed and documented. The contractor will perform independent confirmatory calculations of the thermal hydraulics analyses for the MUTR and document the results in a report. The information in the report will be used by the NRC staff to complete the MUTR renewal SER.

3. OBJECTIVE

The contractor will confirm the thermal hydraulic calculations submitted by the licensee in support of the MUTR LRA review.

4. SCOPE OF WORK

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this SOW. Specifically, the contractor shall review pertinent information in the documents listed below. These documents will be provided by the NRC Contracting Officer's Representative (COR):

- MUTR LRA, including SAR;
- NRC staff RAIs;
- MUTR responses to NRC staff RAIs;
- Other related information, as necessary.

Kickoff Meeting:

The NRC COR will arrange and conduct a kick-off meeting within 10 business days of contract award.

The NRC COR will conduct a kickoff meeting via a telephone conference call to discuss the status of the LR review and discuss any questions from the contractor. Routine telephone conversations and electronic mail between the NRC COR and the contractor will occur as necessary throughout the contract period.

Following the kickoff meeting, the contractor shall perform confirmatory calculations of the MUTR thermal hydraulic analyses and document the results of its evaluation in a report. The contractor's review will be done at the contractor's office from documents and material provided by the NRC staff. The NRC staff anticipates that additional RAIs will not be required. It is also anticipated that a site visit will not be necessary to complete this SOW. If the contractor believes that a site visit is needed, the NRC COR shall be contacted. The contractor shall not contact the licensee directly.

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.

Task 1: Calculation Approach and Report Outline

Task 1a: Provide Draft of the Methodology and Calculation Approach and Report Outline

Requirement

The contractor shall provide a draft of methodology and confirmatory calculation approach and a report outline documenting the review. The code(s) and correlations chosen for the calculations shall be acceptable to the NRC (e.g., TRACE or RELAP). The contractor shall describe the rationale for code selection. The NRC COR will review the calculation approach and report outline and provide comments to the contractor.

Standard

The contractor shall present a draft of methodology and confirmatory calculation approach and report outline to demonstrate how the calculation results which will shall be consistent with the guidance in NUREG-1537 and shall be approved by NRC COR.

Deliverable

No later than three weeks of the kick off meeting, the contractor shall provide draft methodology and calculation approach and report outline to demonstrate how the confirmation calculations will be performed and presented.

Task 1b: Provide Final Calculation Approach and Report Outline

Requirement

The contractor shall provide a final confirmatory calculation approach and report outline incorporating NRC comments.

Standard

The final calculation approach and report outline shall be presented to the NRC COR via a telephone conference call. The contractor will demonstrate their final methodologic approach of the calculations and present how the calculation results will be reported, consistent with the guidance in NUREG-1537.

Deliverable

No later than two weeks of receiving comments from NRC COR, the contractor shall provide the final methodologic approach of the calculations and report outline to demonstrate how the calculation results will be presented to the NRC COR.

Task 2: Perform Independent Confirmatory Calculations and Provide Draft Report Documenting Confirmatory Calculations of MUTR's Thermal Hydraulics 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 MUTR LRA and perform confirmatory calculations of the MUTR's thermal hydraulic analyses to validate the licensee's computational model and calculations using the approach approved in Task 1.

The NRC staff 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.

The contractor shall provide a report as outlined in Task 1 documenting the results of the confirmatory calculations. The report shall describe the contractor's rationale for the methodology used to perform the confirmatory calculations, including computer codes that were used, and the applicable correlations. The report shall state the applicable regulations or standards, discuss the licensee's method for satisfying the regulations or standards, as well as include an evaluation of whether the licensee's method does indeed satisfy the regulations or standards.

If the contractor identifies other technical issues with the licensee's submission for license renewal, the contractor shall bring this to the attention of the NRC COR for the NRC COR's approval prior to beginning performance of these other calculations.

Standard

The contractor shall perform methodology and confirmation calculations using the approach approved in Task 1.

The contractor shall provide the draft report following the outline approved in Task 1 to the NRC COR and the draft report shall describe the contractor's evaluation of the licensee's conformance to regulatory requirements and consistency with the guidance, show the results of the confirmatory calculations and shall clearly identify the basis of acceptability.

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

Deliverable

Draft report - delivered to NRC COR either ten weeks after completion of Task 1, or if RAIs are required, eight weeks after receipt of licensee RAI responses, whichever comes later.

Task 3: Final Report and Input/Output Decks

Requirement

The NRC COR will review the draft report and provide comments to the contractor. The contractor shall review and evaluate the NRC COR's comments and provide a final report incorporating NRC COR's comments.

The contractor shall provide to the NRC COR the input/output decks and all associated data used in performing the confirmatory calculations and code runs.

Standard

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

Deliverable

The contractor shall deliver the final report to NRC COR, two weeks following contractor's receipt of the NRC staff comments. The contractor shall deliver the data, hand calculations, input/output decks, correlations, references, and other associated assumptions used in performing the confirmatory calculations and code runs to the NRC COR at the same time as the final report in text format.

Task 4: Related Support

Requirement

As requested by the NRC COR, the contractor shall provide related technical support to the NRC staff at the conclusion of the tasks in this SOW. This related support may consist of but no limited to: responding to questions on the final deliverable, attending meetings with NRC Management to discuss the results of the confirmatory calculations as needed.

The scope of the related support activity and amount of hours to be used shall be agreed upon between the contractor and the NRC COR before starting the activity. The NRC COR will confirm the request, the due date, and the estimated LOE for the specific activity by e-mail to the contractor.

Standard

The contractor shall participate in related teleconferences, or meetings in person as described in section 12 "Special Considerations" as 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.

6. APPLICABLE DOCUMENTS AND STANDARDS

The NRC COR will provide the specific documents listed in Section 4, Scope of Work, related to the LRA for MUTR, 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 appropriate information in an electronic format, or if the contractor requests, in paper format.

7. REPORTING REQUIREMENTS

All reporting deliverables shall be submitted to the NRC COR electronically with a copy provided to the NRC Contract Officer (CO). The deliverables include the draft calculation approach and report outline from task 1a; final confirmatory calculation approach and report outline from task 1b; draft report from task 2; and the final report including associated data needed for the calculations from task 3. 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. The estimated delivery schedule is included below. The specific dates for these deliverables will be agreed upon between the NRC COR and the contractor after task order award.

Tasks	Deliverables	Schedule
1a	Participate in kick off meeting. Draft calculation approach and report outline.	Deliver to NRC COR no later than three weeks after the kick off meeting
1b	Final confirmatory calculation approach and report outline.	Deliver to NRC COR no later than two weeks after receiving comments from the NRC COR
2	Draft report.	Deliver to NRC COR either ten weeks after approval of Final calculation approach and report outline, or if RAIs are required, eight weeks after receipt of licensee RAI responses, whichever comes later
3	Final report, Input/output decks and all associated data used in performing the confirmatory calculations and code runs.	Deliver to COR no later than two weeks after receiving comments from the NRC COR
4	As described in section 4. "Related Support"	As requested

Monthly Letter Status Report

The contractor shall provide an electronic version of the Monthly Letter Status Report (MLSR) to the NRC CO, NRC 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 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 task order. 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.

8. REQUIRED LABOR CATEGORIES/ ESTIMATE OF EFFORT

The estimate of effort for the performance and documentation of confirmatory calculations for the thermal hydraulics analysis submitted for the LRA review of the MUR facility is estimated to be 180 hours, apportioned among the tasks, as specified. The estimated estimate of effort includes the hours needed to support the meetings specified in this SOW.

9. GOVERNMENT-FURNISHED PROPERTY

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

10. PLACE OF PERFORMANCE

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

11. SPECIAL CONSIDERATIONS

TRAVEL/MEETINGS

The contractor may need to make one trip to the NRC HQ to support any related questions or meetings that may result from the review.

Trip purpose and associated task: The purpose of this travel would be to understand fully the thermal hydraulics analyses performed by the licensee, answer questions posed by NRC management, or attend a meeting.

Frequency: One trip.

Destination: NRC HQ, Rockville, MD, or the licensee's facility, College Park, Maryland.

Number of Staff: one (1) senior key staff member

Number of Days: Up to three (3) days.

Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this contract/order. All travel requires written Government approval from the NRC COR.

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.

The contractor shall safeguard documents containing proprietary information against unauthorized disclosure. After completion of work, the contractor shall either destroy the documents or return them to the NRC COR. 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.

14 GOVERNMENT-FURNISHED PROPERTY

No government-furnished property will be provided for this task order.

15. PLACE OF PERFORMANCE

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

16. NRC FURNISHED MATERIAL

The following NRC furnished materials will be provided to the contractor:

- NRC staff RAIs;
- MUTR responses to NRC staff RAIs;
- Other related information, as necessary.

Electronic copy of the MLSR

17. OTHER APPLICABLE INFORMATION

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

SECTION D – PACKING AND MARKING

See Base Contract

SECTION E – INSPECTION AND ACCEPTANCE

See Base Contract

SECTION F - DELIVERIES OR PERFORMANCE

NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

This order shall commence on June 15, 2015 - January 29, 2016.

(See FAR 52.216-18 - Ordering).

(End of Clause)

Performance Requirements

Performance Requirement and Deliverables	Standard	Method of Review	Corrections (if needed)
Provide draft calculational approach and SE outline	Draft calculational approach and SE outline	NRC COR will review the draft calculational approach and SE outline.	Draft calculational approach and SE outline will be corrected by contractor.
Provide final calculational approach and SE outline	Final calculational approach and SE outline	NRC COR will review the final calculational approach and SE outline.	Final calculational approach and SE outline will be corrected by contractor.

Provide Draft SE input document to NRC COR.	Draft SE input document is in accordance with the review guidance specified in NUREG-1537, includes all information requested in the SOW, and incorporates all comments from the NRC COR. Technical conclusions are properly supported. No spelling or grammatical errors.	NRC COR will review the Draft SE input document	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 Final SE input document to NRC COR.	Final SE input 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 NRC COR. Technical conclusions are properly supported. No spelling or grammatical errors.	NRC COR will review the Final SE input document	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.

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.

SECTION G – CONTRACT ADMINISTRATION DATA

See the base contract for Contract Administration Data.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

2052.215-71 CONTRACTING OFFICER REPRESENTATIVES

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

Name: Eben Allen
 Address: US NRC
 NRR/RTR LICENSING BRANCH
 Washington DC 20555
 Telephone Number: (301)415-4246
 Email: Eben.Allen@nrc.gov

The alternate contracting officer's representative is:

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

2052.215-70 KEY PERSONNEL. (JAN 1993)

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

NAME	LABOR CATEGORY/POSITION
M. Khatib-Rahbar	Project Manager/STR

*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)

SECTION I – CONTRACT CLAUSE

See the base contract for the clauses applicable to this task order.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachments:

1. Monthly Letter Status Report Template