

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

17

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

1. DATE OF ORDER 09/17/2015		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0006		6. SHIP TO:		
3. ORDER NO. NRC-HQ-20-15-T-0004		4. REQUISITION/REFERENCE NO. NRR-15-0270		a. NAME OF CONSIGNEE LUIS CRUZ		
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWEN-5E03 WASHINGTON DC 20555-0001				b. STREET ADDRESS		
7. TO:				c. CITY WASHINGTON		d. STATE DC
a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES INC				f. SHIP VIA		
b. COMPANY NAME				b. TYPE OF ORDER		
c. STREET ADDRESS 10070 BARNES CANYON RD				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY
d. CITY SAN DIEGO				e. STATE CA		f. ZIP CODE 921212722
9. ACCOUNTING AND APPROPRIATIONS DATA See Schedule				10. REQUISITIONING OFFICE OFF OF NUCLEAR REACTOR REGULATION		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)
13. PLACE OF		16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination	Multiple	

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 5 (NRC-HQ-20-15-T-0004,) Entitled "Support for Mitigating System Performance Index (MSPI)" under EnterpriseWide Contract No. NRC-HQ-25-14-E-0006. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		22. 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 Q3-E17A				
c. CITY		d. STATE	e. ZIP CODE		\$351,261.00	17(i). GRAND TOTAL	
ROCKVILLE		MD	20852-2738				

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) DOMONIQUE MALONE TITLE: CONTRACTING/ORDERING OFFICER		
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NSN 7540-01-152-8083

PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 0/05)

Printed by GSA/FAR (48 CFR) 53.213(w)

TEMPLATE - ADMIN

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

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

DATE OF ORDER 09/24/2015	CONTRACT NO. NRC-HQ-25-14-E-0006	ORDER NO. NRC-HQ-20-15-T-0004
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Base and Exercised Options POP: October 1, 2015 - September 30, 2018 Base and All Options POP: October 1, 2015 - September 30, 2020</p> <p>Total Obligated Amount: \$54,000.00 Current Task Order Ceiling: \$211,901.00 Total Ceiling Base and All Options: \$351,261.00</p> <p>Contracting Officer's Representative (COR): Luis Cruz Email: Luis.Cruz@nrc.gov Phone: 301-415-3724</p> <p>Contractor Business POC: Margaret Latchman-Geller, Director of Contracts Email: mgeller@islinc.com Phone: (858) 373-2717</p> <p>Contractor Technical POC: Bill Arcieri, Division Manager Email: billa@ISLInc.com Phone: (301) 255-2275</p> <p><i>William Arcieri</i> William Arcieri 2015.09.17 13:47:59 9/17/15 -04'00'</p> <p>ISL Authorized Official Date</p> <p>Accounting Info: 2015-X0200-FEEBASED-20-20D003-11-5-139-1054-251A Period of Performance: 10/01/2015 to 09/30/2018</p>					

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

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	Base Year - Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK	[REDACTED]	[REDACTED]	[REDACTED]
1001	Option Period 1 – October 1, 2018 – September 30, 2019 Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK	[REDACTED]	[REDACTED]	[REDACTED]
2001	Option Period 2 – October 1, 2019 – September 30, 2020 Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK	[REDACTED]	[REDACTED]	[REDACTED]
	Total Cost-Plus-Fixed-Fee (Base and All Options)	[REDACTED]	[REDACTED]	[REDACTED]

NRCB044 CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE

(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 \$211,901, 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 \$54,000, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents 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.

(e) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of [REDACTED] percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed [REDACTED] percent of the total fee or [REDACTED] whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is [REDACTED]

(End of Clause)

Labor Categories

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

Program Manager
Subject Matter Expert

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK TASK ORDER STATEMENT OF WORK (SOW) - "Support for Mitigating System Performance Index (MSPI)."

1. BACKGROUND

The Mitigating System Performance Index (MSPI) is a measure of system integrated equipment performance averaged over a three year period and provides performance indicator (PI) data for five systems at commercial nuclear power plants. This PI is calculated separately for each of the following five systems for each reactor type:

Boiling Water Reactors (BWRs)

- emergency AC power systems (emergency diesel generators or hydro units),
- high pressure injection systems (high pressure coolant injection, high, pressure core spray, or feedwater coolant injection),
- reactor core isolation cooling and/or isolation condenser systems,
- residual heat removal systems (or the equivalent function),
- cooling water support systems for the above systems

Pressurized Water Reactors (PWRs)

- emergency AC power systems,
- high pressure safety injection systems,
- auxiliary feedwater systems,
- residual heat removal systems (or the equivalent function),
- cooling water support systems for the above systems.

The MSPI was implemented into the Reactor Oversight Process (ROP) on April 1, 2006, at all commercial operating U.S. nuclear power plants. The MSPI is a risk-informed PI and uses plant specific probabilistic risk analysis (PRA) information to derive risk coefficients and values for input into the MSPI algorithm.

2. PROJECT DESCRIPTION AND OBJECTIVE(S)

The objective of this work is to obtain technical (PRA) support for MSPI in order to: 1) provide advice on frequently asked questions (FAQs) submitted by licensees; 2) conduct studies into the efficiency and effectiveness of MSPI as implemented; 3) suggest ways to improve MSPI that could simplify or improve the technical guidance; and 4) advise the staff in the development of MSPI for new reactors.

3. STATEMENT OF WORK TASKS

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW) to perform the following tasks:

Task 1 – MSPI Frequently Asked Questions (FAQ) Support

- 1) Obtain the monthly FAQ log from COR via e-mail or hardcopy;

- 2) Review all MSPI-related FAQs as assigned by the COR;
- 3) Provide recommended responses and the basis for the responses for all MSPI-related FAQs;
- 4) Provide the actions required from the licensee to resolve the FAQ;
- 5) Identify any issues that may have generic implications on the technical guidance (NEI 99-02); and
- 6) Make recommendations as to whether studies should be conducted or the issue is unique to the licensee that submitted the FAQ.

Task 2 – Development of MSPI White Papers

Identify areas of NEI 99-02, Appendix F and G, "Methodologies for Computing the Unavailability Index, the Unreliability Index and Component Performance Limits" and "MSPI Basis Document Development," respectively, that may require revision or improvement. This appendix contains MSPI implementation guidance that is used by the industry and staff to interpret and report performance indicator data for the MSPI.

The contractor shall be knowledgeable of NEI 99-02, Appendix F and G. The contractor shall:

- 1) Conduct a review and identify problematic areas that could benefit from a revision;
- 2) Recommend any changes in the scope of what is currently monitored by MSPI that would be an improvement in the indicator; and,
- 3) Recommend any revisions to NEI 99-02, Appendices F and/or G to add additional guidance, clarity, or correct wording that is unclear or confusing.

These three actions shall be accomplished using a white paper approach. The contractor shall revise or submit each white paper one business day prior to the monthly ROP public meeting, and shall provide a 3 month periodic status summary report on all white papers in discussion or in development. The status summary shall include a brief description of each white paper, status, next actions, and expected date the white paper will transition to a FAQ format for incorporation in NEI 99-02.

The white paper shall include a problem statement, background, analysis and impact, and a proposed solution statement. The contractor shall be prepared to defend the analysis and conclusions of the white paper in a public meeting, and upon questioning by the staff and industry stakeholders. The need for any white papers shall be subject to final approval of the staff. The white papers typically will be presented to industry when they are completed and upon the next public monthly ROP meeting after they have been submitted to the staff. The white paper(s), and their status, are discussed every month at these public meetings until they are fully incorporated into the NEI 99-02, Appendix F and/or G guidance via the FAQ process. If data analysis is required to support conclusions in the white paper (see Task 3), the contractor shall adhere to the requirements and guidance contained in Task 3. The white paper shall include the results of all analysis that support positions or conclusions by the contractor.

Task 3 – Data Analysis and Assessment Requirement

All conclusions and recommendations in the white papers (Task 2) shall be supported with appropriate data analysis. If such analysis is needed to be based on risk insights, industry reportable events (e.g., Licensee Event Reports), component failures, event coding, train unavailability periods, or other commercial nuclear power plant performance data, the contractor shall conduct these analysis using the existing PI data. The contractor will be responsible for conducting analysis on any provided data and to identify to the staff if any additional data is needed to support conclusions in the white papers. The NRC will provide the contractor with any additional data on an as needed basis. The results of all analysis shall be included in the white paper for which they provide technical support.

Task 4 – Staff Support during ROP Public Meetings and Workshops

The contractor shall:

- 1) Attend the monthly ROP public meetings and any workshops when MSPI-related topics are on the agenda.
- 2) Provide expert advice in group discussion during public meetings, as necessary.
- 3) Take notes in the discussion of MSPI issues, including action items to resolve the issue. This notes will be used for reference in discussions during subsequent meetings and to develop a meeting summary on MSPI topics.
- 4) Develop a meeting summary for the discussion of MSPI topics, including any resulting action items.
- 5) Review and provide advice on reports and presentations developed by the NRC staff on MSPI-related topics.

Task 5 – Staff Support on the development of MSPI for new reactors

The contractor shall:

- 1) Attend any public meetings and workshops related to the development of MSPI indicators for new reactors.
- 2) Provide expert advice in group discussion, as necessary.
- 3) Take notes in the discussion of the development of MSPI for new reactors, including pending action items. This notes will be used for reference in subsequent discussions and to develop meeting summaries.
- 4) Develop a meeting summary for the discussion of MSPI for new reactors, including any resulting action items.
- 5) Review and provide advice on reports and presentations developed by the NRC staff on MSPI indicators for new reactors.

4. APPLICABLE DOCUMENTS AND STANDARDS

The following documents are applicable to this project:

- NEI 99-02 Rev. 7, "Regulatory Assessment Performance Indicator Guideline," accessible through: <http://pbadupws.nrc.gov/docs/ML1326/ML13261A116.pdf>

- Inspection Manual Chapter (IMC) 0608, "Performance Indicator Program," accessible through: <http://pbadupws.nrc.gov/docs/ML1221/ML12219A374.pdf>
- IMC 0308 Attachment 1, "Technical Basis for Performance Indicators," accessible through: <http://pbadupws.nrc.gov/docs/ML0718/ML071860516.pdf>
- Inspection Procedure (IP) 71151, "Performance Indicator Verification," accessible through: <http://pbadupws.nrc.gov/docs/ML1221/ML12219A278.pdf>
- IP 71150, "Discrepant or Unreported Performance Indicator Data," accessible through: <http://pbadupws.nrc.gov/docs/ML0629/ML062960061.pdf>

5. DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS

All analysis, reports, or other submittals data files and databases developed and maintained under this contract shall be user friendly and compatible with personal and network computers operating in a MS Windows environment.

The contractor shall provide one hard copy and an electronic copy of each deliverable to the Contracting Officer Representative (COR). The electronic copy of deliverables shall be an NRC approved version of software in MS Office or other word processing software approved by the COR. Files developed for the web must be compatible with NRC browser MS Internet Explorer. Software deliverables shall be scanned for viruses prior to delivery to NRC. All software development, modifications or maintenance tasks shall follow the general guidance in NUREG/BR- 0167, Software Quality Assurance Program and Guidelines, and specific quality guidance designated by the NRC COR.

The contractor shall provide the deliverables stated in the table below, both in hard copy and electronic format unless directed by the COR. The electronic format shall be provided using a Microsoft-based product, (e.g., Outlook, Word, Excel, PowerPoint) unless the COR and the contractor specifically agree on another format. All deliverables shall be in the format of draft version, revision version with redline/strikeout with a change-control appendix, and a revised version which can be the final version. The contractor shall maintain appropriate revision control in an electronic format.

For each "final" deliverable (e.g., preliminary, draft, or final) that accomplishes a specific portion of a subtask activity, the contractor shall provide an electronic copy to the COR. The contractor shall explicitly state in its submittal that the product provided is the deliverable for Task/Subtask XX, as further described below.

The schedule for deliverables shall be contained in the approved Project Plan for the task order effort, which is included as a deliverable in the table below.

The contractor shall develop (as necessary), maintain, and control data, files, information, and deliverables pursuant to this task order

Deliverable Schedule

Deliverable	Description	Quantity/Media	Completion Date
Task 1	Provide written comments and/or responses to open FAQs about MSPI. The response shall include a basis and consideration for generic implications.	1 electronic copy e-mailed to COR (3 printed copies on meeting day)	One day prior to corresponding ROP meeting
Task 2	a. Provide MSPI white papers addressing improvements to NEI 99-02 App F & G b. Provide quarterly status on MSPI white papers development	1 electronic copy e-mailed to COR (3 printed copies on meeting day)	One day prior to corresponding ROP meeting for white papers or, quarterly for updates.
Task 3	Provide written reports on the results of data analysis being performed or status update on their progress	1 electronic copy e-mailed to COR	One day prior to corresponding ROP meeting for analysis supporting white papers or, quarterly for updates.
Task 4	a. Provide meeting summaries for MSPI discussions, including a list of action items discussed. b. Provide review input on NRC-developed documents on MSPI topics. .	1 electronic copy e-mailed to COR	14 days after ROP meeting for the summary 14 days after review was requested for documents to review
Task 5	a. Provide meeting summaries, including a list of any action items discussed. b. Provide review input on NRC-developed documents on MSPI for new reactors.	1 electronic copy e-mailed to COR	14 days after meeting 14 days after review was requested for documents to review
Monthly Letter Status Report (MLSR)	Provide a MLSRs discussing task performed and expenses.	1 electronic copy e-mailed to COR	15 days after the end of each month

The above deliverables shall be submitted to the task order CO and task order COR. Unless otherwise directed by the COR or the CO, the contractor must provide all deliverables except the Monthly Letter Status Reports (MLSR) as draft products. The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the COR and then deliver a revised version of the deliverable, which will then be considered the Final Version. When mutually-agreed upon between the contractor and the COR, the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the COR's comments on the previous draft.

6. REQUIRED LABOR CATEGORIES/ ESTIMATED LEVEL OF EFFORT(Except for Information Technology Services)

Subject Matter Expert (SME)

The SME assigned to this project shall be competent in reviewing commercial nuclear reactor ROP PI data to determine consistency and general validity. The SME shall have the ability to communicate complex technical issues clear and concisely. The SME shall meet the following minimum requirements of experience and education:

- 1) Possess B.S. in Engineering, and graduate studies in Engineering or equivalent working experience.
- 2) Have at least 10 years' experience working with the ROP.
- 3) Have at least 10 years working in the application of PRA in nuclear energy technologies.
- 4) Have at least 15 years working in projects related to the nuclear power operations

The SME shall have expert understanding of the overall operation of commercial nuclear power plants is required, as well as expert level of understanding of plant PRAs for both BWRs and PWRs (i.e., at least 10 years working on PRA and ROP implementation, and 15 years on nuclear power operations). Experience and knowledge of PRA data inputs used in the MSPI calculation for the Consolidated Data Entry (CDE), use of personal computers, the internet, and the electronic transmittal of data and information is essential.

The contractor staff shall have at least one expert who has an applied understanding of the ROP, and an expert level of understanding of the MSPI. This includes a general understanding of NEI 99-02, Section 2, with an expert understanding of Appendices F (Methodologies for Computing the Unavailability Index, the Unreliability Index and Component Performance Limits), and G (MSPI Basis Document Development). Experience with the early development and research of MSPI is considered a plus.

Industry experience with PRA, PRA manipulation, Maintenance Rule implementation, maintenance practices at nuclear power plants, knowledge of technical specifications (TS) for systems monitored by MSPI, and a general knowledge of the updated final safety analysis reports (UFSARs) is also required for the contract expert on MSPI.

The contractor staff shall have knowledge of and experience in nuclear plant operations and/or nuclear plant engineering. The contractor staff shall have knowledge of and experience with computer programming, including the software used in the PI programs. Experience and knowledge

of database development and coding, personal computers, the internet, and the electronic transmittal of data and information is also required.

Other contract personnel assigned to the MSPI project shall have knowledge of new reactor technologies (e.g., AP-1000). Specifically, the contract personnel shall have knowledge of the mitigating systems used in new reactor technologies and be familiar with the differences between mitigating systems for new reactors and mitigating systems for BWRs and PWRs currently operating in the US.

Project Manager (PM):

The PM shall be able to manage government contracts effective and efficiently. The PM have the ability to ensure timely and full completion of deliverables. The PM shall be able to monitor tasks performance and effectively report hours expended to the COR. The PM shall have excellent written and oral communication skills. The PM shall meet the following minimum requirements of experience and education:

- 1) Possess a B.S. in Engineering field or 5 years' experience working in Engineering projects.
- 2) Have at least 3 years working in projects related to nuclear energy technology

Administrative Support:

The administrative support staff shall have the ability to process and document contractual and technical information. The administrative support staff shall have excellent written communication and organization skills. The administrative support staff shall meet the following minimum requirements of experience and education:

- 1) Have at least 3 years' experience in administrative support.

7. GOVERNMENT-FURNISHED PROPERTY

The NRC will furnish the contractor with the following:

- 1) ROP Performance Indicator data;
- 2) Monthly FAQ logs;
- 3) MSPI related guidance and program documentation; and
- 4) Current revision of NEI 99-02.

8. PERIOD OF PERFORMANCE

See Section F of the Task Order

9. PLACE OF PERFORMANCE

The contractor shall work from their own facility, or as directed by the NRC COR (to attend public meetings or workshops). Public meetings are typically held on a monthly basis at NRC Headquarters in Rockville, MD. Any travel performed to support this contract must be approved by the NRC COR prior to performance.

10. TRAVEL/MEETINGS

One representative of the contractor shall attend ROP monthly public meetings, which are typically held on a monthly basis at NRC Headquarters in Rockville, MD.

There is an annual MSPI conference held by NEI, for which the contractor may be required to participate. Contractor participation in the MSPI conference would consist of one contractor staff member attending the conference. The conference is typically held in the second half of the month of July and lasts for two and a half working days.

All travel requires prior written approval from the COR. All travel not reflected in the SOW requires prior written approval from the CO, unless otherwise delegated to the COR.

11. SECURITY

Work under this Task Order will be UNCLASSIFIED. Work on this task order may involve the handling of documents that contain proprietary 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. If they are destroyed, the contractor shall 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. LICENSE FEE RECOVERY

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

13. GOVERNMENT-FURNISHED PROPERTY

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

14. PLACE OF PERFORMANCE

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

15. 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 – DELIVERABLES AND PERFORMANCE

NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

This order shall commence on October 1, 2015- September 30, 2018.

(See FAR 52.216-18 - Ordering).

(End of Clause)

Deliverables and Schedule

The deliverables required under this effort must conform to the standards contained or referenced in this SOW. The deliverables shall be submitted electronically to the Contracting Officer Representative. The table on performance requirements summarizes the deliverables schedule for this effort.

Tasks	Deliverables	Nominal Schedule
Review Plan	Draft and Final Review Plan	Draft review plan- within two weeks of task order initiation. Review Plan - within 5 days of receiving comments from the NRC COR.
Draft Evaluation Input	Draft Evaluation Input and RAls	Six months after commencement of the review.

Tasks	Deliverables	Nominal Schedule
	<p>If any confirmatory work is performed using codes, the contractor shall provide the NRC COR with copies of the code input and output.</p> <p>Revised Draft Evaluation Input</p>	<p>Four weeks after receive of final RAI responses.</p>
Final Evaluation Input and LEU fuel open items	Final Input and LEU open fuel items	Two weeks after receipt of the NRC COR comments.
Related Support	As requested	As requested.
Status Report	Monthly Status Report	15 th of each month.

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: Luis Cruz
 Address: US NRC
 NRR/ PERFORMANCE ASSESSMENT BRANCH
 Washington DC 20555
 Telephone Number: 301-415-3982
 Email: Luis.Cruz@nrc.gov

The alternate contracting officer's representative is:
 Name: Zachary Hollcraft
 Address: US NRC
 NRR/ PERFORMANCE ASSESSMENT BRANCH
 Washington DC 20555
 Telephone Number: 301-415-3024
 Email: Zachary.Hollcraft@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
William Arcieri	Project Manager
Bruce Mrowca	Subject Matter Expert

*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