

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 22

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

1. DATE OF ORDER 08/24/2015	2. CONTRACT NO. (If any) NRC-HQ-50-14-E-0001	6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
3. ORDER NO. NRC-HQ-20-15-T-0017	4. REQUISITION/REFERENCE NO. NRR-15-0265		

5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWEN-5E03 ATTN SHARLENE MCCUBBIN WASHINGTON DC 20555-0001		b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY	
c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852

7. TO: a. NAME OF CONTRACTOR S W R I	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS 6220 CULEBRA RD	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY SAN ANTONIO	e. STATE TX	f. ZIP CODE 782385166

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.

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

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 checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination			30

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)
	NRC-HQ-50-14-E-0001/NRC-HQ-20-15-T-0017 (TO 47)					
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			\$28,936.00
b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A			17(i) GRAND TOTAL
c. CITY ROCKVILLE	d. STATE MD	e. ZIP CODE 20852-2738	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) SHARLENE M. MCCUBBIN TITLE: CONTRACTING/ORDERING OFFICER
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AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012) Prescribed by GSA/FAR 48 CFR 33.213(f)

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

MAR 28 2016

ADMIN002

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

PAGE NO

2

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

DATE OF ORDER 08/24/2015	CONTRACT NO. NRC-HQ-50-14-E-0001	ORDER NO. NRC-HQ-20-15-T-0017
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	Accounting Info: 2015-X0200-FEEBASED-20-20D007-11-4-149-1128-252A Labor/Fee Estimated Cost: \$28,936.00 The obligated amount of award: \$28,936.00. The total for this award is shown in box 17(i).				28,936.00	

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

\$28,936.00

CONTRACTOR ACCEPTANCE OF TASK ORDER NRC-HQ-20-15-T-0017(47)

Acceptance of Task Order No: NRC-HQ-20-15-T-0017(47) should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted Task Order No. NRC-HQ-20-15-T-0017(47):



Name R. B. Kalmbach

Executive Director, Contracts

Title

August 24, 2015

Date

SECTION B - Supplies or Services/Prices

NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)

- (a) The title of this project is: Review of the Ginna Nuclear Power Plant, License Amendment Request (LAR) Pertaining to Risk-Informed (RI) Technical Specifications Task Force (TSTF) Initiative 5b, "Risk-Informed Method for Control of Surveillance Frequencies," TSTF-425
- (b) Summary work description: The objective of this task order is to obtain technical assistance from the Southwest Research Institute's (SwRI) Center for Nuclear Waste Regulatory Analyses (CNWRA) to assist the staff in determining the acceptability of the Ginna Nuclear Power Plant LAR.

PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED CPFF
00001	Review of the Ginna Nuclear Power Plant, License Amendment Request (LAR)	[REDACTED]	[REDACTED]	[REDACTED]
Total Estimated Cost & Fee				\$28,936.00

NRCB040A CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALTERNATE I (AUG 2011)

- (a) The total estimated cost to the Government for full performance of this contract is \$28,936.00 of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.
- (b) The amount currently obligated by the Government with respect to this contract is \$28,936.00 of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.
- (c) This is a fully-funded contract and FAR 52.232-20 - "Limitation of Cost" applies.
- (d) 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].

SECTION C - Description/Specifications

Statement of Work

Project Title: Review of the Ginna Nuclear Power Plant, License Amendment Request (LAR) Pertaining to Risk-Informed (RI) Technical Specifications Task Force (TSTF) Initiative 5b, "Risk-Informed Method for Control of Surveillance Frequencies," TSTF-425

Contract No.: NRC-HQ-50-14-E-0001

Cost Center: 1128

Task Assignment Control Number: MF6358

Budget & Reporting No.: 11-4-149

NRC Requisition Office: NRR

NRC COR: Bernard L. Grenier, Bernard.Grenier@nrc.gov, (301) 415-2726

Fee Recoverable: Yes; all costs must be allocated to TAC number MF6358

1. BACKGROUND

In 1992, the NRC issued the improved Standard Technical Specifications (STS) to clarify the content and form of requirements necessary to ensure safe operation of nuclear power plants in accordance with Section 50.36 of Title 10 of the Code of Federal Regulations (10 CFR 50.36). As the STS mature, necessary improvements are identified. One process used to initiate changes to the STS involves the industry-sponsored Technical Specifications Task Force (TSTF) submitting a proposed change or Traveler to the NRC for review, approval, and subsequent incorporation into the next revision of the STS. The NRC reviews the proposed change, with the end product being a model application, a model safety evaluation, and a review plan which licensees may use in subsequent LARs. Licensees applying to incorporate these proposed changes into their Technical Specifications must provide a plant-specific justification acceptable to the staff in their LAR.

In 2007, the NRC issued the final safety evaluation (SE) for the Nuclear Energy Institute (NEI) Topical Report (TR) 04-10, Revision 1, "Risk-Informed Technical Specification Initiative 5b, Risk-Informed Method for Control of Surveillance Frequencies." This STS change provides a risk-informed methodology to identify, assess, implement, and monitor proposed changes to frequencies of surveillance requirements (SRs) of technical specifications (TSs). The initiative is intended to maintain and improve safety through incorporation of risk assessment and management techniques in the TSs, while reducing unnecessary burden.

The Office of Nuclear Reactor Regulation (NRR) is currently reviewing several risk-informed LARs and expects additional risk-informed LARs in fiscal years 2015 and 2016. Ginna Nuclear Power Plant has submitted a RI-TSTF Initiative 5b LAR. The PRA Licensing Branch (APLA) is responsible for reviewing the Probabilistic Risk Assessment (PRA) portion of the LAR to make an independent assessment regarding PRA technical adequacy and the acceptability of the proposed amendment. Due to heavy workload in APLA, contractor

assistance is required to support APLA so as to complete the technical review and develop input to the safety evaluation report (SER) for these LARs in a timely manner.

2. SCOPE OF WORK

The scope of the work includes review of the Ginna Nuclear Power Plant, RI-TSTF Initiative 5b/TSTF-425 LAR for PRA quality and technical adequacy and preparation of the technical evaluation report (TER).

Objective

The objective of this task order is to obtain technical assistance from the Southwest Research Institute's (SwRI) Center for Nuclear Waste Regulatory Analyses (CNWRA) to assist the staff in determining the acceptability of the Ginna Nuclear Power Plant LAR.

3. SPECIFIC TASKS (WORK REQUIREMENTS AND SCHEDULE)

Tasks

Completion Schedule

1. Based on the applicable documents and standards found in Section 4, perform the following tasks:

a) Review the layout, scope, and content of the LAR and identify the NRC approved revision of TSTF-425, referenced in the LAR. Compare the TSTF-425 LAR with the Safety Evaluation Report (SER) issued for the appropriate revision of NEI 04-10, "Risk-Informed Technical Specification Initiative 5B, 'Risk-Informed Method for Control of Surveillance Frequencies,'" and identify any deviations and justifications, as identified by the licensee¹. Confirm that the new program in TS Administrative Controls is identical to the program in TSTF-425 and identify any deviations. Identify the need for RAIs, as necessary, and prepare a technical letter report (TLR).

One week after award of the task order and receipt of the LAR.

b) Evaluate the technical adequacy of all applicable PRA models². Identify the method by which the licensee is addressing other hazard groups. Confirm that the method 1) requires a peer-reviewed PRA model or that qualitative or bounding analyses will be considered, 2) considers the current as-built, as-operated plant, and 3) is consistent with the NRC approved revision of TSTF-425, referenced in the LAR. Draft RAIs as necessary and prepare a TLR.

Four weeks after completion of Subtask 1.a.

c) Submit a TER.

Two weeks after completion of Subtask 1.b.

¹ See Item 3 under the "Assumptions and Understanding" section below.

² See Item 4 under the "Assumptions and Understanding" section below.

2. Review the RAI response(s) and supplement(s) to the LAR, as applicable, and determine if the response adequately addresses the RAI³. If an RAI response does not adequately address the RAI, draft follow up RAIs and prepare a TLR. Two weeks from receipt of RAI responses.

3. Review the last RAI response(s) and determine if the response adequately addresses the RAI.
 - a) Incorporate the RAI response(s), if acceptable, in the TER or identify as an open item [for a response that does not adequately address the RAI]. Two weeks from receipt of last RAI responses.

 - b) Incorporate the NRC comments and submit the final TER. Two weeks from receipt of NRC comments.

4. APPLICABLE DOCUMENTS AND STANDARDS

Technical References

- Technical Specifications Task Force, letter and enclosure to U.S. Nuclear Regulatory Commission, Transmittal of TSTF-425, Revision 3, "Relocate Surveillance Frequencies to Licensee Control - RITSTF Initiative 5b," dated March 18, 2009 (Agency-Wide Documents Access and Management System (ADAMS) Accession No. ML090850642).

- Nuclear Energy Institute, NEI 04-10, Revision 1, "Risk-Informed Technical Specifications Initiative 5b, Risk-Informed Method for Control of Surveillance Frequencies," April 2007 (ADAMS Accession No. ML071360456).

- Letter from H. Nieh (NRC) to A. Pietrangelo (NEI), "Final Safety Evaluation for Nuclear Energy Institute (NEI) Industry Guidance Document NEI 04-10, Revision 0, 'Risk-Informed Technical Specifications Initiative 5B, Risk-Informed Method for Control of Surveillance Frequencies'," dated September 28, 2006 (ADAMS Accession No. ML062700012).

- Letter from H. Nieh, (NRC), to B. Bradley (NEI), "Final Safety Evaluation for Nuclear Energy Institute (NEI) Topical Report (TR) 04-10, Revision 1, 'Risk-Informed Technical Specifications Initiative 5B, Risk-Informed Method for Control of Surveillance Frequencies'," dated September 19, 2007 (ADAMS Accession No. ML072570267).

- U.S. Nuclear Regulatory Commission, Regulatory Guide 1.174, Revision 2, "An Approach for Using Probabilistic Risk Assessment in Risk-Informed Decisions on Plant-Specific Changes to the Licensing Basis," May 2011 (ADAMS Accession No. ML100910006).

³ See Item 5 under the "Assumptions and Understanding" section below.

- U.S. Nuclear Regulatory Commission, Regulatory Guide 1.177, Revision 1, "An Approach for Plant-Specific, Risk-Informed Decision-making: Technical Specifications," May 2011 (ADAMS Accession No. ML100910008).
- U.S. Nuclear Regulatory Commission, Regulatory Guide 1.200, Revision 2, "An Approach for Determining the Technical Adequacy of Probabilistic Risk Assessment Results for Risk-Informed Activities," March 2009 (ADAMS Accession No. ML090410014 and ML090410018).
- U.S. Nuclear Regulatory Commission, NUREG-0800, Standard Review Plan, Section 16.1, Revision 1, "Risk-Informed Decision Making: Technical Specifications," March 2007 (ADAMS Accession No. ML070380228).
- U.S. Nuclear Regulatory Commission, NUREG-0800, Standard Review Plan, Section 19.1, Revision 3, "Determining the Technical Adequacy of Probabilistic Risk Assessment Results for Risk-Informed Activities," September 2012 (ADAMS Accession No. ML12193A107).

5. DELIVERABLES AND DELIVERY SCHEDULE

Technical Reporting Requirements

1. At the completion of Subtask 1.a., submit a technical letter report that contains: identification of the revision of TSTF-425 referenced by the licensee in the LAR; identification of any deviations from the approved TSTF-425 scope, along with a summary of the reason for the deviation (as identified by the licensee). Where possible, include identification of any plant-specific frequencies proposed to be relocated which are not contained within the STS scope, as identified by the licensee, and a summary of deviations for the new program in TS Administrative Controls from the approved revision of TSTF-425 referenced by the licensee in the LAR.
2. At the completion of Subtask 1.b, submit a record of review that contains a discussion on PRA technical adequacy for the resolution of each F&O and for the PRA model as a whole upon completing the evaluation of each F&O. Include the methods used to address external events and shutdown events and whether the method considers the current as-built, as-operated plant, and any deviations from the approved revision of TSTF-425 referenced by the licensee in the LAR. Submit a technical letter report that contains the RAIs, including the regulatory basis, that are developed in accordance with the format, outline, and content provided by the NRC COR.
3. At the completion of Subtask 1.c, submit the technical evaluation report, which should be developed in accordance with the format, outline, and content provided by the NRC COR.
4. At the completion of Task 2 (if applicable), submit a TLR for the additional RAIs (if needed).
5. At the completion of Task 3, submit an updated TER to include the bases for acceptance of all RAI responses and/or the identification of any remaining open items.

Monthly Letter Status Reporting (MLSR) Requirements

MLSRs will be prepared in accordance with the base EWC contract.

The MLSRs must contain a License Fee Recovery Reporting Section which lists the TAC numbers for each plant and the associated costs against those TAC numbers for the reporting period.

Address the MLSR to the COR with copies to the alternate COR, the Chief of APLA, and to the technical reviewer(s) to be identified.

6. REQUIRED LABOR CATEGORIES

One Principal Investigator (PI)/ Senior Risk Analyst who possesses experience and working knowledge in the areas of the use of PRA at U.S. nuclear power plants, and U.S. nuclear power plant systems and operations.

One staff-level Nuclear Engineer or Risk Analyst who possesses in-depth knowledge of U.S. nuclear power plant systems and operations.

Note: More than two staff personnel may be assigned to cover the technical qualification areas, but assignments must be within the allotted level of effort.

7. GOVERNMENT-FURNISHED PROPERTY/MATERIALS

The ADAMS Accession No. for the Ginna Nuclear Power Plant TSTF-425 LAR is ML15166A075.

NOTE: Some of these documents contain proprietary information and must be safeguarded against unauthorized disclosure. After completion of work, the documents should either be destroyed or returned to NRC. If they are destroyed, please confirm this in an E-mail to the COR and include the date and manner in which the documents were destroyed.

The NRC COR will provide those NRC documents related to licensing activities (for example, any Non-Publicly available SERs, audit reports, and related documents) that are readily available. The NRC COR will provide access to training material pertinent to the LAR reviews or other NRC documents and docketed correspondence on related issues. The CNWRA staff shall identify any additional NRC documentation that is needed and the COR will determine whether these will be provided by the NRC or obtained directly by the CNWRA from ADAMS, NRC public document room or the NRC website at www.nrc.gov.

8. PLACE OF PERFORMANCE

This work will be performed at the contractor's site, with the exception of trips to the plant site and Government site as needed.

9. SPECIAL CONSIDERATIONS

Assumptions and Understanding

The level of effort for each Task was determined based on previous NRC experience from reviewing LARs of similar scope. However, it is expected that the actual number of hours will vary depending on the quality and scope of the specific TSTF-425 LAR to be reviewed.

It is understood that the level of effort for each Task contains sufficient effort to conduct telephone conference calls with the NRC staff. Such phone calls, for example, might be arranged by the NRC COR with the Licensing Project Manager and other NRC staff to discuss the RAIs and to reach an understanding with the licensee. Comments might be provided to the contractor such that the RAIs may have to be resubmitted by the contractor; if that is the case, a mutually acceptable date for the deliverable will be agreed upon. It is understood that Subtask 1.a requires a minimal level of effort because the scope of this review is primarily focused on the documentation of PRA technical adequacy. The information provided by the licensee in terms of deviations does not need to be independently verified. (That verification is within the scope of the Technical Specifications Branch (STSB) review.)

It is understood that for Subtask 1.b external events PRA F&Os do not need to be reviewed for a typical TSTF-425 application.

It is anticipated that there will be one round of RAIs for a typical TSTF-425 review; however, the tasks are structured to allow for two rounds. If there is only one round of RAIs and the responses are acceptable, then it is understood that Task 2 is subsumed by Task 3.

Guidance for Preparing Requests for Additional Information (RAIs)

Additional information necessary to resolve open or unresolved items identified during the review of the information associated with the LAR needs to be requested in a manner that is unambiguous, has an adequate basis, and is necessary for the safety review. RAIs should be developed using the following guidance:

1. An RAI should include the appropriate basis for requesting the information. The basis should explain why the information is needed, including how it will be used to help make a reasonable assurance finding.
2. Judgmental language should be avoided.
 - a. Questions should not make adequacy determinations.
 - b. Words like "unacceptable" or "deficient" and "deviation" should be avoided. Likewise, avoid using phrases like "*the staff will require*" since it is premature to require anything when asking questions.
3. Questions should be focused, not open-ended.
 - a. The RAI should be in the form of a question or an imperative to provide what is needed to complete the review. When the reviewer needs specific information or the underlying issue may not be apparent, the RAI should clearly identify the information requested and/or the underlying issue.

- b. "If ... then" questions (questions that could lead to follow-on questions) should provide both parts of the question.
4. For follow-up RAIs, reference the original RAI, the date of the letter in which the licensee responded to the RAI, and the ADAMS Accession Number of the letter.

To ensure that the response appropriately addresses the RAI, the licensee may submit a draft response (which the NRC docket in ADAMS) and may request a follow-up teleconference and/or meeting.

10. TRAVEL

None.

11. SECURITY

This work will be UNCLASSIFIED and will only contain proprietary information.

SECTION D - Packaging and Marking

NRCD010 PACKAGING AND MARKING

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

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

(c) Additional packaging and/or marking requirements are as follows: None.

NRCD020 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation, under Contract/order number NRC-HQ-50-14-E-0001/NRC-HQ-20-15-T-0017(47).

SECTION E - Inspection and Acceptance

CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer's authorized representative hereinafter referred to as the Contracting Officer's Representative (COR) for this Task Order is:

Name: Bernard Grenier
Address: Mail Stop: OWFN-10C15
Washington, DC 20555
Telephone Number: 301-415-2726

(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.

SECTION F - Deliveries or Performance

NRCF010 PLACE OF DELIVERY-REPORTS

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

- a. Name: Bernard Grenier (1 Electronic Copy)
- b. Contracting Officer's Representative (COR)
- c. Address: Bernard.Grenier@nrc.gov (1 Electronic Copy)

- d. Name: Sharlene McCubbin (1 Electronic Copy)
- e. Contracting Officer (CO)
- f. Address: Sharlene.McCubbin@nrc.gov (1 Electronic Copy)

NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on August 24, 2015 and will expire on February 23, 2016.

SECTION G - Contract Administration Data

NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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

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

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:

<u>Name</u>	<u>Title</u>
Lane Howard	Program Manager
Mr. Daniel Speaker	Principal Investigator/Subject Matter Expert
John Bickel	Consultant
E. Robert Schmidt	Consultant

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.

2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)

(a) Total expenditure for travel may not exceed \$0.00 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) **Reporting Requirements.** The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) **Publication of Results.** Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) **Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI).** The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the

contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

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

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

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

NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal

Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at:
<http://pbadupws.nrc.gov/docs/ML1219//ML12191A130.pdf> and the General Service

Administration's (GSA) Green Procurement Compilation at:
<http://www.gsa.gov/portal/content/198257>.

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

**NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC
PAYMENT/REMITTANCE ADDRESS**

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

SECTION I - Contract Clauses

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment No.

Description

1. Billing Instructions for Cost-Reimbursement Type Contracts