

2. AMENDMENT/MODIFICATION NO. M0006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NRR-17-0106	5. PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 ATTN ROB ROBINSON 301-415-0728 WASHINGTON DC 20555-0001	CODE NRCHQ	7. ADMINISTERED BY (If other than Item 6) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001	CODE NRCHQ

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ENERGY RESEARCH INC ATTN MOHSEN KHATIB-RAHBAR PO BOX 2034 ROCKVILLE MD 20847	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. GS23F0110M NRC-HQ-20-14-T-0001
CODE 621211259	FACILITY CODE	10B. DATED (SEE ITEM 13) 09/02/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FA LURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNT NG AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	\$40,000.00
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1 CHANGES FIRM-FIXED-PRICE

E. IMPORTANT Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification (M0006) is to A) extend the period of performance end date from 11/30/2017 to 9/30/2018; B) increase the total level of effort for the base requirement, as well as add two optional CLINS for additional rounds of RAIs, thus increasing the total order value from \$72,980.74 to \$161,015.74; C) provide incremental funding in the amount of \$40,000.00, thus increasing the total obligated amount from \$72,980.74 to \$112,980.74; and D) update Task Order clauses.

Order Period of Performance: 9/30/2014 - 9/30/2018 (changed)
Total Order Ceiling: \$161,015.74 (changed)
Total Exercised Ceiling: \$128,739.54 (changed)
Total Amount Obligated: \$112,980.74 (changed)
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD W. ROBINSON
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 06/12/2017

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
GS23F0110M/NRC-HQ-20-14-T-0001/M0006PAGE OF
2 16NAME OF OFFEROR OR CONTRACTOR
ENERGY RESEARCH INC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Please see attached pages for specific details regarding this modification.</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 2017-X0200-FEEBASED-20-20D006-20B605-1082-11-4-178-252A-11-4-178-1082</p> <p>Period of Performance: 09/30/2014 to 09/30/2018</p>				

1. Add clause NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013), which reads as follows:

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

This order shall commence on 9/30/2014 and will expire on 9/30/2018.

2. Add clause NRCB082 CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT, which reads as follows:

“NRCB082 CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT

(a) The ceiling price to the Government for full performance under this contract is **\$161,015.74**.

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit, totaling [REDACTED] and (2) cost of travel and materials totaling [REDACTED].

(c) The amount presently obligated by the Government with respect to this contract is [REDACTED]

(d) It is estimated that the amount currently obligated will cover performance through **12/31/2017**.

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

3. Delete Section C.8 Price Schedule in its entirety and replace with the following:

“C.8 Price Schedule

Base Labor: September 30, 2014 – September 30, 2018

LABOR CATEGORY	YEAR 1 FIXED RATES	YEAR 2 FIXED RATES	YEAR 3 FIXED RATES	YEAR 4 FIXED RATES	HOURS	TOTAL ESTIMATED PRICE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SUBTOTAL					[REDACTED]	[REDACTED]

C.2 Introduction

The Nuclear Regulatory Commission (NRC) has the authority and responsibility to review and evaluate requests for licensing actions made by its licensees. The University of Texas, Austin (UT or the licensee) submitted an application for renewal of its Operating License No. R-129 for the Nuclear Engineering Teaching Laboratory (NETL) TRIGA Mark-II Nuclear Reactor. As part of the license renewal application (LRA) request, the licensee submitted the updated safety analysis report (SAR), technical specifications (TS), and the environmental report (ER). Issuance of a renewed license would authorize operation of the NETL TRIGA Mark-II Nuclear Reactor for a period of 20 years.

The NRC's review will center on the most safety-significant aspects of the LRA and will rely on past NRC reviews for certain safety findings. Specifically, the review of the UT LRA will focus on the sections of the SAR that are most significant to safety, including reactor design and operation, accident analysis, and technical specifications. The focused review will be performed in accordance with the guidance provided in "Interim Staff Guidance (ISG) on Streamlined Review Process for License Renewal for Research and Test Reactors," to ensure that those portions of the LRA satisfy the requirements of Title 10 of The Code of Federal Regulations. The license renewal process may include public, NRC management, Commission, and Congressional meetings. It may also include a public hearing with the Atomic Safety Licensing Board or the Commission

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform "Technical Support for Research and Test Reactors License Renewal Application Reviews with Streamlined Review Process for the University of Texas at Austin, TRIGA Mark-II Nuclear Reactor" as defined in this SOW, except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this contract/order.

C.3 Background

The University of Texas has submitted a License Renewal Application that includes a Safety Analysis Report (SAR) for their NETL TRIGA Mark-II Nuclear Reactor. This application requests that the license term be extended by 20 years.

Since the UT-TRIGA application does not include any changes to the licensed power level, a "focused" review of the application is being performed consistent with the Interim Staff Guidance (ISG on SECY-08-161 identified in FRN as NRC-2009-0214). This review of the application utilizes, as stipulated in the ISG, NUREG-1537, Part 2, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors Standard Review Plan and Acceptance Criteria". The ISG requires that the application review address the following chapters that are required for the Safety Evaluation (SE) input:

- Chapter 1 Introduction (based on Chapter 1 of NUREG-1537)
- Chapter 2 Reactor (based on Chapter 4 of NUREG-1537)
- Chapter 3 Radiation Protection (based on Chapter 11 of NUREG-1537)
- Chapter 4 Accident Analysis (based on Chapter 13 of NUREG-1537)
- Chapter 5 Technical Specifications (based on Chapter 14 of NUREG-1537)
- Chapter 6 Conclusions (based on Chapter 17 of NUREG-1537)
- Chapter 7 References (based on Chapter 18 of NUREG-1537)

For chapters receiving a full review (Chapters 4 Reactor Description, 13 Accident Analyses, 11 Radiation Protection, and 14 Technical Specifications), the contractor shall independently confirm compliance with NUREG-1537. The sections of the application having content that addresses each specific topic must be evaluated to discern whether the application satisfies the NRC guidance.

For the other chapters the contractor shall review the SAR, annual reports, inspection reports and other available material acceptable to the ISG in order to form a basis for acceptance of the material presented.

C.4 Objective

The objective of this task order is to obtain necessary technical services to assist the NRC staff in the review and evaluation of UT's application for renewal of its NETL TRIGA Mark-II Nuclear Reactor operating license. Specifically, the contractor shall support the staff in determining the technical adequacy of the application in accordance with review guidance provided in the "Interim Staff Guidance (ISG) on Streamlined Review Process for License Renewal for Research and Test Reactors," perform independent calculations to verify the applicant's statements in the SAR and TS submitted as part of the licensee's application for license renewal, and to obtain safety evaluation (SE) input that formalizes the recommended safety and radiological conclusions made by the contractor.

C.5 Type of Contract Contemplated

The contract type contemplated for this requirement is: A GSA task order issued on a Labor Hours (LH) basis.

C.6 Scope of Work

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The contractor shall provide personnel who have knowledge and practical experience with research and test reactor (RTR) technology and SAR analyses. These personnel shall have knowledge and experience in areas such as health physics, core physics, thermal hydraulics, system and nuclear engineering as appropriate for conducting the review of the SAR and TS. The contractor shall also provide a Program Manager to oversee the efforts of its team and to ensure the timely submittal of complete and accurate deliverables. The contractor shall also provide a technical editor to edit the final safety evaluation report input. In addition, the contractor shall provide confirmatory calculations or code decks for work completed.

The contractor shall perform the tasks below in accordance with the estimated deliverable schedule. The specific dates for these deliverables will be agreed upon between the NRC Contracting Officer Representative (COR) and the contractor's program manager.

C.7 List Services/Deliverables

Specific Tasks

The contractor shall perform the following tasks:

Task 1 Prepare Draft Safety Evaluation (SE) Input and Request for Additional Information (RAI)

Based on the requirements of 10 CFR 20, 30, 40, 50 and 70, as applicable, and the guidance contained in the "Interim Staff Guidance (ISG) on Streamlined Review Process for License Renewal for Research and Test Reactors," the contractor shall determine the applicant's conformance to the regulatory requirements and NRC guidance. The contractor shall prepare a draft SE input in accordance with the outline contained in the "Interim Staff Guidance (ISG) on Streamlined Review Process for License Renewal for Research and Test Reactors," with any open items that the contractor may identify, that documents the evaluative analysis of how the applicant met the applicable regulation requirements. The Draft SE Input shall state the applicable regulations or standards, discuss the applicant's method for satisfying the regulations or standards, and provide an analysis of whether the applicant's method does indeed satisfy the regulations or standards.

During the review, if the contractor identifies any review areas where the licensee's provided information is insufficient for the contractor to complete the review analysis, the contractor shall provide placeholders in the draft SE input document indicating the specific information which is needed, and notify the NRC COR.

For the placeholders, the contractor is required to identify the applicable acceptance criteria in NUREG-1537 or the regulations in 10 CFR associated with the required information, in order to establish a basis to support a written request for additional information (RAI). If applicable, the COR may request the contractor to provide a draft of the RAI to the NRC COR, who will provide the RAI to the licensee. The contractor shall perform a review of the licensee's RAI responses and provide the NRC COR with a written response indicating whether the RAI responses are acceptable for the contractor to complete its review. If the contractor determines that an RAI response is insufficient for its review, the contractor shall provide a specific written description of the deficiencies to the NRC COR, who will address the issue with the licensee.

All information requested in the RAIs shall be necessary for the contractor to complete its review, and all RAI responses from the licensee shall be documented in the SE input document.

Task 2 Conduct Site Visit

The contractor shall prepare for and participate in a site visit to the UT NETL TRIGA Mark-II Nuclear Reactor facility to observe license renewal related equipment and materials, and to discuss any open RAIs and obtain clarification of the licensee's responses to final RAIs with NRC staff. The site visit shall be held as directed by the COR.

2. a. Site Visit Documentation

The contractor shall prepare a written summary of the site visit that includes, at a minimum, the following information: (1) identifies site visit participants; (2) summary of events and follow-on action items for both the licensee and NRC; and (3) updated list of open RAIs including any resolutions or additional discoveries.

Task 3 Review RAIs and Final SE Input

The contractor shall review and evaluate the licensee's responses to the Final RAIs to determine adequacy and acceptability for the supporting safety conclusions based on the guidance provided in the "Interim Staff Guidance (ISG) on Streamlined Review Process for License Renewal for Research and Test Reactors."

3. a. Draft SE Input

The contractor shall prepare Draft SE Input that describes the contractor's evaluation of the applicant's conformance to regulatory requirements and that clearly identifies areas where additional information is warranted. Where necessary, the contractor shall perform independent calculation to verify applicant's statement discussed in the SAR.

3. b. Revision to Draft SE Input

The contractor shall prepare a revision to the Draft SE Input, incorporating licensee statements, calculations, analysis, amplifying information from the final RAI responses, and shall add any additional recommended safety conclusions.

Input to the draft SE assumes the licensee will submit a totally responsive application with no more than 3 reviews, two of which have been completed as of March 2017. Should additional rounds of review or further RAIs be necessary, the NRC incorporates two optional CLINs to accommodate up to two additional reviews, as needed.

3. c. Final SE Input

The contractor shall incorporate comments provided by the NRC COR into the draft SE Input and provide the final SE Input.

Task 4 Optional Additional Support

If requested, the contractor shall provide related support to the NRC staff following delivery of the Final SE Input. This related support may, for example, consist of, responding to questions on the final deliverable, attending meetings with NRC Management, or any hearings, to discuss the results of the LRA review, and assisting staff in resolution of outstanding issues from these meetings. The scope of the related support activity and amount of hours to be used shall be agreed upon between the contractor project manager and the NRC COR before starting the activity. The NRC COR will confirm the request, assistance due date, and estimated level of effort for the specific activity by e-mail to the contractor with a carbon copy to the NRC Contracting Officer.

Deliverables Schedule and Acceptance Criteria

<u>Deliverable and Acceptance Criteria</u>	<u>Deliverable Due Date</u>
<p>Task 1 Prepare Draft Safety Evaluation (SE) Input and Request for Additional Information (RAI)</p> <p>Acceptance Criteria: The Draft SE Input shall state the applicable regulations or standards, discuss the applicant's method for satisfying the regulations or standards, and provide an analysis of whether the applicant's method does indeed satisfy the regulations or standards. The RAIs shall be formatted to include a specific request and identify NRC or NRC endorsed guidance or regulation upon which the question is based.</p>	<p>Within 4 months of contract award date.</p>
<p>Task 2 Conduct Site Visit</p> <p>Acceptance Criteria: All material relating to the site visit shall be prepared prior to site visit.</p>	<p>Within 3 weeks of completion of task 1.</p>
<p>(For Task 2.a) Site Visit Documentation</p> <p>Acceptance Criteria: Site Visit Documentation is complete containing all required information.</p>	<p>Within 2 weeks of the site visit.</p>
<p>Task 3 Review RAIs and Final SE Input</p> <p>Acceptance Criteria: In accordance with the specific subtasks listed below.</p>	<p>In accordance with specified due dates listed below.</p>
<p>(For Task 3.a) Draft Safety Evaluation (SE) Input</p> <p>Acceptance Criteria: The Draft SE Input is in accordance with the review guidance specified in NUREG-1537, includes all information requested in the SOW with place holders as necessary for open items.</p>	<p>NLT 3 weeks after licensee submits FSAR and open RAI responses.</p>
<p>(For Task 3.b) Revision to Draft SE Input</p> <p>Acceptance Criteria: The Revision to Draft SE Input is in accordance with the review guidance specified in NUREG-1537, includes all information requested in the SOW.</p>	<p>NLT 3 weeks after final RAI responses.</p>

<p>(For Task 3.c) Final SE Input</p> <p>Acceptance Criteria: The Final SE Input 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.</p>	<p>NLT 2 weeks after receipt of final RAI responses from licensee.</p>
<p>Task 4 Optional Additional Support</p> <p>Acceptance Criteria: Contract support will be provided as detailed in the section above.</p>	<p>As required by COR.</p>
<p>Per SOW Section C.13 Reporting Requirements, Monthly Letter Status Reports</p> <p>Acceptance Criteria: MLSR are complete and accurate.</p>	<p>Monthly NLT 20th day of the following Month</p>

C.8 Other Direct Costs

Meetings and Travel

It is anticipated that one five-day trip (3-day meeting and 2-day travel) for two people will be required for a site visit to the UT NETL TRIGA Mark-II Nuclear Reactor facility for discussion of RAI responses. The contractor shall provide related meeting support to include teleconference with the licensee, if requested by the NRC COR. The related meeting support may include, but is not limited to, support for the preparation of these meetings and follow-up meeting summaries. Additional trips to the licensee’s site may be necessary to facilitate any further discussions of RAI’s.

C.9 Inspection of Services

The contractor shall follow Federal Acquisition Regulation (FAR) 52.246-6, Inspection – Time-and-Materials and Labor-Hour.

C.10 Reporting Requirements

Monthly Letter Status Reports

The contractor shall submit an electronic Monthly Letter Status Report (MLSR) by the 20th day of each month, for the prior month’s effort, to the Contracting Officer (CO), ContractsPOT.Resource@nrc.gov, and the Contracting Officer’s Representative (COR), Geoffrey Wertz at Geoffrey.wertz@nrc.gov as well as Michael.balazik@nrc.gov and Linh.Tran@nrc.gov.

The MLSR shall include the contract number; the task order number, if applicable; the title of the project; project period of performance; the task order period of performance, if applicable; the

COR's name, telephone number, and e-mail address; the full name and address of the Contractor; the program manager's name, telephone number and e-mail address; and the reporting period. At a minimum, the MLSR shall include the information discussed in Attachment 1. The preferred format for a MLSR can also be found in Attachment 1.

The report shall provide the technical and financial status of the task order. It shall include an itemization of hours spent by each labor category for each assigned task. The contractor shall submit the report electronically to the following: NRC Contracting Officer, Richard Robinson at Richard.robinson@nrc.gov; and the NRC COR, Geoffrey Wertz at Geoffrey.wertz@nrc.gov as well as Michael.balazik@nrc.gov and Linh.Tran@nrc.gov.

The technical status section of the report shall contain a summary of the work performed under the Task order during the reporting period; milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with the contractor's recommendations for resolution; and planned work for the next reporting period. The status shall include information on travel during the period (if any) to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total award amount and funds obligated to date; total costs incurred in the reporting period, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the Task Order.

Technical Reporting Requirements

NOTE: All reports are to be prepared in Microsoft Office Word 2010 or compatible format and submitted electronically to the COR with a copy provided to the Contracting Officer. The transmittal letter and cover page shall contain the GSA contract number, task order number, NRC technical assignment control (TAC) number, and the facility name and docket number, as appropriate, the job code number (JCN), and the title of the task order.

A technical progress report and financial status report shall be provided by the contractor on the 20th of each month. This report will be used by the Government to assess the status of contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, deliverable / milestone progress and schedule information, problem resolution, travel plans, and staff hour summary.

A final report summarizing the work performed and the results and conclusions derived shall be submitted to the COR within 30 days after the end of the period of performance.

C.11 Publications

Any reports generated by the contractor under this task order shall not be released for publication or dissemination without prior written approval of the CO.

All information and data related to this project that the contractor gathers or obtains shall be both protected from unauthorized release and considered the property of the Government. The contracting officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining

to this contract/order. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the prior written approval of the CO. (See NRCAR §2052.235-70, "Publication of research results")

C.12 Government-Furnished Property/Materials

The COR will provide the contractor with a copy of the license application and copies of replies to RAIs, if RAIs are needed, as they are received from the licensee. No other special materials will be required.

The following additional Government-Furnished Information (GFI) will be provided:

- NUREG-0544, Revision 4, "NRC Collection of Abbreviations" (ML041050544)
- NUREG-1537 Part 1, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors, Format and Content" (ML042430055)
- NUREG-1537 Part 2, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors, Standard Review Plan and Acceptable Criteria" (ML042430048)
- "Interim Staff Guidance (ISG) on Streamlined Review Process for License Renewal for Research and Test Reactors" (ML092240244)
- The above NUREG documents are available in the NRC's Agencywide Documents Access and Management System (ADAMS) using the number provided at:
<http://www.nrc.gov/reading-rm/adams.html>

C.13 Access to Government Property and Facilities

The contractor is not permitted unescorted access to the Government's facilities.

C.14 Place of Performance

The work to be performed under this contract/order will be primarily performed at the contractor's facility.

C.15 Recognized Holidays

The contractor is not required to perform services on Federal holidays. In the event of Government or facility closures, the contractor can perform within the scope of services under the task order if the contractor is not waiting upon further Government direction.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

C.16 Hours of Operation

The contractor is responsible for conducting business during its normal hours of operation, Monday thru Friday, except Federal holidays or when the Government facility is closed due to

local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

C.17 Security Requirements

Contractor personnel performing work under this task order are not required to have a security clearance as all material the contractor will work with is unclassified.

C.18 Physical Security

The contractor shall be responsible for safeguarding all Government property. At the close of each work period, Government facilities, equipment, and materials shall be secured.

C.19 Post-award Orientation (kickoff) or Periodic Progress Meetings

The contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the CO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

C.20 Contracting Officer's Representative (COR)

The COR will be officially designated by the CO by separate letter. The COR monitors all technical aspects of the contract/order and assists in its administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract/order: perform inspections necessary in connection with contract/task order performance: maintain written and oral communications with the contractor concerning technical aspects of the contract/order: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor contractor's performance and notifies both the CO and contractor of any deficiencies; coordinate availability of Government-furnished property, and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract/order.

GS23F0110M
NRC-HQ-20-14-T-0001
M0006

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Name: Geoffrey Wertz

Agency: US Nuclear Regulatory Commission

Office: Nuclear Reactor Regulations

Street Address (Include Office Symbol)

City, State and Zip code:

11555 Rockville Pike
NRR/DPR/PRLB
Rockville, MD 20852

E-Mail: geoffrey.wertz@nrc.gov

Phone: 301-415-0893

FAX: None

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE

Name: Michael Balazik

Agency: US Nuclear Regulatory Commission

Office: Nuclear Reactor Regulations

Street Address (Include Office Symbol)

City, State and Zip code:

11555 Rockville Pike
NRR/DPR/PRLB
Rockville, MD 20852

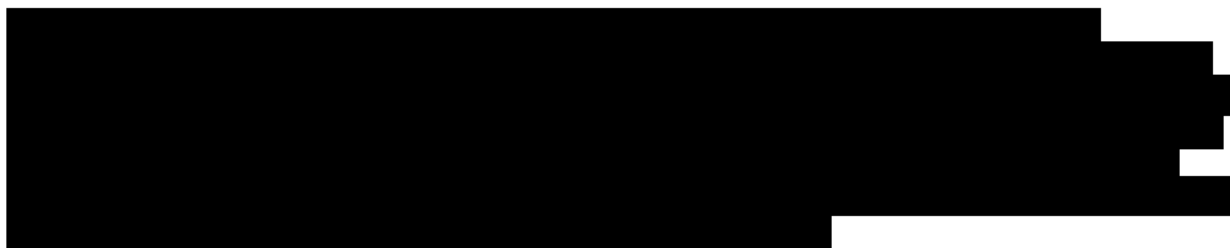
E-Mail: Michael.balazik@nrc.gov

Phone: 301-415-2856

FAX: None

C.21 Key Personnel

The personnel listed below are considered to be key personnel by the Government.



C.22 Key Personnel Qualification Requirements

As identified in C.21.

C.23 General – Contractor Personnel

Contractor Employees

The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor personnel attending meetings, answering phones, and working in other situations where their status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials.

The contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the NRC, unless such person seeks and receives approval according to NRC regulations.”

C.24 Contractor Travel

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 task order. All contractor travel requires the prior written approval from the CO with the exception of one site visit to Austin, Texas for one person which is authorized under this task order.

Travel will be reimbursed in accordance with FAR 31.205-46, “Travel costs” and the General Services Administration’s Federal Travel Regulations at:

<http://www.gsa.gov/portal/content/104790>

C.25 Data Rights

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. The definition of “unlimited rights” is contained in Federal Acquisition Regulation (FAR) 27.401, “Definitions.” FAR clause at FAR [52.227-14](#), “Rights in Data-General,” is hereby incorporated by reference and made a part of this contract/order.

(See FAR 27.409 - Rights in Data and Copyrights)

C.26 Green Purchasing

In accordance with NRC's Green Purchasing Plan (GPP), indicate any: (i) EPA-designated recycled content products [See EPA's Comprehensive Procurement Guideline (CPG)], (ii) EPEAT®-registered products, (iii) Energy Star® and FEMP-designated efficient products and appliances, (iv) USDA-designated biobased products (USDA BioPreferred® program), (v) environmentally preferable products, (vi) WaterSense and other water efficient products, (vii) products containing non- or lower ozone depleting substances (SNAP), and (viii) products containing no or low toxic or hazardous constituents (e.g., non-volatile organic compounds (VOC) paint).

C.27 Applicable Publications (Current Editions)

The contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures.

C.28 Period of Performance

The Task order shall commence on September 30, 2014 and will expire on September 30, 2018."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[END of M0006]