

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 20

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

1. DATE OF ORDER 08/09/2017		2. CONTRACT NO. (If any) NRC-HQ-50-17-A-0001		6. SHIP TO: a. NAME OF CONSIGNEE Nuclear Regulatory Commission	
3. ORDER NO. NRC-HQ-50-17-O-0002		4. REQUISITION/REFERENCE NO. NMSS-17-0129		b. STREET ADDRESS Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. NRC - HQ Acquisition Management Division Mail Stop: TWFN-8E06M Washington DC 20555-0001				c. CITY Washington	
				d. STATE DC	
				e. ZIP CODE 20555-0001	
7. TO: Angela Holmberg				f. SHIP VIA	
a. NAME OF CONTRACTOR OAK RIDGE ASSOCIATED UNIVERSITIES, INCORPORATED				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS P.O. BOX 117				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY OAK RIDGE				e. STATE TN	
				f. ZIP CODE 37831	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Office of Nuclear Material	

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 <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				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
				16. DISCOUNT TERMS 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)
	GSA Contract #: GS00F195CA The U.S. Nuclear Regulatory Commission hereby issues Task Order 2 entitled, "RESEARCH AT NON-MILITARY SITES." This Task Order is issued under BPA number GS00F195CA - NRC-HQ-50-17-A-0001. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission						\$0.00
	b. STREET ADDRESS (or P.O. Box) Two White Flint North 11545 Rockville Pike Mailstop T9-B07 NRCPayments@nrc.gov						\$253,821.83
c. CITY Rockville		d. STATE MD		e. ZIP CODE 20852-2738			

22. UNITED STATES OF AMERICA BY (Signature)		08/09/2017	23. NAME (Typed) RICHARD W. ROBINSON TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 08/09/2017	CONTRACT NO. NRC-HQ-50-17-A-0001	ORDER NO. NRC-HQ-50-17-O-0002
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Period of Performance (inclusive of base and all option periods): Date of Award - 60 months from the Date of Award Exercised Period of Performance: Date of Award - 12 months from the Date of Award Total Task Order Ceiling: \$253,821.83 Total Exercised Ceiling: \$139,808.05 Total Obligated Amount: \$100,000.00</p> <p>See attached pages for specific terms and conditions as well as Statement of Work and applicable Attachments for this Order.</p> <p align="center">_____ ORAU AUTHORIZED SIGNATURE DATE Accounting Info: 2017-C0200-FEEBASED-50-50D009-1053-35-4-117-252A-35-4-117-1053 Period of Performance: 08/08/2017 to 08/07/2018</p>					

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

\$0.00

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A.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: RESEARCH AT NON-MILITARY SITES

(b) Summary work description: The contractor shall provide radiological evaluation assistance under the NRC Radium Program, under the Blanket Purchase Agreement (BPA) number NRC-HQ-50-17-A-0001, which provides support for the radiological evaluation of sites that either have radium contamination or are suspected to have radium contamination. Task Order #2 will be Time and Materials (T&M) and focuses on research for non-military sites to determine if further site investigations are warranted.

A.2 NRCB084 CONSIDERATION AND OBLIGATION- LABOR-HOUR CONTRACT

(a) The ceiling price to the Government for full performance under this task order contract is **\$253,821.83** (Base and all options)

(b) The task order includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.

(b) The amount currently obligated is **(\$100,000.00)**.

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

A.3 PRICE/COST SCHEDULE

Services Provided Under GS-00F-195CA

Base Period: Date of Award – 12 Months from the Date of Award

CLIN	DESCRIPTION	GSA LABOR CATEGORY	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL ESTIMATED COST
0001	Labor			NTE	
0001A	Program Manager/Subject Matter Expert	Health Physicist 4	█	█	█
0001B	Nuclear Engineer	Engineer 1	█	█	█
0001C	Administrative Manager	Administrative Manager 1	█	█	█
0001D	Administrative Support - Clerical	Specialist 2	█	█	█
0001E	Health Physics Technician	Scientist 4	█	█	█
0002	Subscriptions*	OPEN MARKET ITEM	NTE		█
BASE PERIOD TOTAL					\$139,808.05

Option Period 1: 12 – 24 Months from the Date of Award

CLIN	DESCRIPTION	GSA LABOR CATEGORY	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL ESTIMATED COST
1001	Labor			NTE	
1001A	Program Manager/Subject Matter Expert	Health Physicist 4	█	█	█
1001B	Nuclear Engineer	Engineer 1	█	█	█
1001C	Administrative Manager	Administrative Manager 1	█	█	█
1001D	Administrative Support - Clerical	Specialist 2	█	█	█
1001E	Health Physics Technician	Scientist 4	█	█	█
1002	Subscriptions*	OPEN MARKET ITEM	NTE		█
OPTION PERIOD 1 TOTAL					\$50,254.70

Option Period 2: 24 – 36 Months from the Date of Award

CLIN	DESCRIPTION	GSA LABOR CATEGORY	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL ESTIMATED COST
2001	Labor			NTE	
2001A	Program Manager/Subject Matter Expert	Health Physicist 4	█	█	█
2001B	Nuclear Engineer	Engineer 1	█	█	█
2001C	Administrative Manager	Administrative Manager 1	█	█	█
2001D	Administrative Support - Clerical	Specialist 2	█	█	█
2001E	Health Physics Technician	Scientist 4	█	█	█
2002	Subscriptions*	OPEN MARKET ITEM	NTE		█
OPTION PERIOD 2 TOTAL					\$31,769.70

Option Period 3: 36 – 48 Months from the Date of Award

CLIN	DESCRIPTION	GSA LABOR CATEGORY	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL ESTIMATED COST
3001	Labor			NTE	
3001A	Program Manager/Subject Matter Expert	Health Physicist 4	█	█	█
3001B	Nuclear Engineer	Engineer 1	█	█	█
3001C	Administrative Manager	Administrative Manager 1	█	█	█
3001D	Administrative Support - Clerical	Specialist 2	█	█	█
3001E	Health Physics Technician	Scientist 4	█	█	█
3002	Subscriptions*	OPEN MARKET ITEM	NTE		█
OPTION PERIOD 3 TOTAL					\$15,994.69

Option Period 4: 48 – 60 Months from the Date of Award

CLIN	DESCRIPTION	GSA LABOR CATEGORY	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL ESTIMATED COST
4001	Labor			NTE	
4001A	Program Manager/Subject Matter Expert	Health Physicist 4	█	█	█
4001B	Nuclear Engineer	Engineer 1	█	█	█
4001C	Administrative Manager	Administrative Manager 1	█	█	█
4001D	Administrative Support - Clerical	Specialist 2	█	█	█
4001E	Health Physics Technician	Scientist 4	█	█	█
4002	Subscriptions*	OPEN MARKET ITEM	NTE		█
OPTION PERIOD 4 TOTAL					\$15,994.69

*Subscriptions are a cost reimbursement and open market line item. Receipts must be submitted in accordance with the attached billing instructions.

**** ORAU shall obtain any and all available discounts to the cost of the subscriptions (i.e. annual, 6-month, monthly).**

ESTIMATED TOTAL (BASE AND ALL OPTIONS): \$253,821.83

A.4 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A.4.1 Title and Description: RESEARCH OF NON-MILITARY SITES

The contractor shall provide radiological evaluation assistance under the NRC Radium Program, under the Blanket Purchase Agreement (BPA) number (NRC-HQ-50-17-A-0001), which provides support for the radiological evaluation of sites that either have radium contamination or are suspected to have radium contamination. Task Order #2 will be Time and Materials (T&M).

A.4.2 Background

The EAct expanded the definition of byproduct material to include certain discrete sources of radium-226, other discrete sources of naturally-occurring radioactive material, and certain accelerator-produced radioactive material under NRC jurisdiction (collectively, these materials are referred to as Naturally-occurring or Accelerator-produced Radioactive Material (NARM)).¹[1]

Specifically, Section §651(e)(3)(A) of the EAct (§11e.(3) of the Atomic Energy Act of 1954, as amended (AEA); 42 U.S.C. 2014(e)) amended the definition of byproduct material to include “any discrete source of radium-226 that is produced, extracted, or converted after extraction, before, on, or after [August 8, 2005] for use for a commercial, medical, or research activity.” On November 30, 2007, the NRC implemented this provision of the EAct by amending the definition of byproduct material in 10 CFR Parts 20, 30, 50, 72, 150, 170, and 171 to be consistent with the EAct in the final rule “Requirements for Expanded Definition of Byproduct Material” (72 FR 55864; October 1, 2007) (NARM rule). Additionally, the NRC established a definition for the term “discrete source” to be used for the purposes of the new definition of byproduct material as this term was not specifically defined by the EAct. Accordingly, the NRC regulations in 10 CFR Parts 20, 30, 110, and 150 define a discrete source as “a radionuclide that has been processed so that its concentration within a material has been purposely increased for use for commercial, medical, or research activities.” *Id.*, at 55870. The statements of consideration (SOC) for the NARM rule noted that “once a discrete source meets the definition of byproduct material, any contamination resulting from the use of such discrete sources of this byproduct material will also be considered byproduct material and is not low-level waste.” *Id.*, at 55871.

As part of implementing its jurisdiction over radium, NRC staff has been addressing non-military sites where radium is or has been used in the past. NRC staff have been planning and performing initial site visits to identify any immediate public health and safety concerns, as well as planning and performing follow-on scoping surveys to see if NRC’s unrestricted use criteria is exceeded at a site for present and future uses. In

¹ NRC’s Agreement States and certain non-Agreement States had regulatory programs for naturally-occurring and accelerator-produced radioactive material prior to the implementation of the Energy Policy Act of 2005.

order to perform initial site visits, NRC staff have followed the process discussed in Temporary Instruction 2800/043 (hereafter referred to as TI) (available at the NRC's Public ADAMS site under Accession Number ML16035A053).

A.4.3 Objective

The objective of Task Order #2 is to: Research potential non-military sites where byproduct material (specifically, discrete sources of radium-226) was used or suspected to have been used and obtain sufficient information to allow the NRC to determine if the site warrants investigation to determine if radium is present in concentrations that exceed NRC cleanup criteria.

Task Order #2 shall be accomplished by researching publicly available information, which may include contacting local governments to obtain public records, and documenting the research performed.

A.4.4 Scope of Work/Tasks

The contractor shall provide all resources necessary (personnel, equipment, and material) to accomplish the tasks and deliverables described in this Statement of Work (SOW).

The following assumptions apply:

- Each Non-Agreement State site will require a full site summary. An Agreement State site will require information about the site rather than a site summary. The applicability of site type will be communicated via technical direction.
- Full Site Summaries are prepared for sites in Non-Agreement States and are defined as: Summaries including appropriate figures to identify important site features such as buildings, vegetation, waterbodies, parking lots, and property lines. Full site summaries include the subtasks listed in Task 1 below.
- Information for sites in Agreement States may include the subtasks listed under Task 2 below.
- The estimated number of sites requiring research for each FY is summarized in the table below.

Site Research	FY'2017	FY'2018	FY'2019	FY'2020	FY'2021
Number of Non-Agreement State Sites	15	5	5	2	2
Number of Agreement State Sites	150	50	0	0	0

The contractor shall provide:

Task 1 (Non-Agreement State Site)

Research support services that shall include gathering enough information to aid NRC staff in determining whether NRC should follow-up at a potential radium site identified by the NRC. This information should be gathered, where possible, from publically available sources. The contractor shall determine if potential radium usage occurred at the site, identify the site address (historical and current, if different), current site owner, current use of the site, and publically available documentation of previous cleanup efforts, previous radiological surveys, and current levels of radium. Each site shall be categorized in accordance with the Site Category provided in Section 3.3 of the Oak Ridge National Laboratory (ORNL) report, "Historical Non-Military Radium Sites Research Effort Project Report," November 24, 2015. (Agencywide Documents Access and Management System [ADAMS] Accession No. ML16291A485) and a Site Summary shall be prepared for sites that would likely remain on the list for further evaluation (i.e., Category 3 of Section 3.3 of the ORNL report (ML16291A485).

A Site Summary (see ML16287A522 as an example) consists of the following:

1. Site Name
2. Address (current address and historical address); also ensure that historical site boundaries are correlated to site boundaries associated with current owner(s).
3. Prepare information on current owner and contact information
4. Site Description/History
5. The amount/extent of radium contamination at these sites (including historical information and/or informed assumptions about the radium facilities' structures/areas, processes, and activities)
6. Summary of Current Radium Levels
7. Location and population near the sites
8. Current State/other Federal Involvement
9. Current access, activities, and uses at the site
10. Existing Engineering Controls
11. Prioritization Ranking
12. References

Task 2 (Agreement State Site)

Research support services that shall include providing the historical articles that was collected during the ORNL research effort and identifying the site address.

Provide information for each Agreement State site consisting of the following:

- a. Historical articles describing past use of radium and advertisements for radium products which supported ORNL's previous site research effort for the NRC.
- b. Information source.
- c. Address (current address and historical address).
- d. Address source.

A.4.5 Certification and License Requirements

Contractor shall have a NRC or Agreement State Service Provider License under appropriate NRC or Agreement State regulation.

A.4.6 Reporting Requirements

Monthly Letter Status Report (MLSR)

The contractor shall provide, by the 20th of each month, a Monthly Letter Status Report which consists of a technical progress report and financial status report. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide the status of progress in achieving tasks and producing deliverables. The report shall include agreement summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary. Copies shall be sent to the COR and AMD at ContractsPOT.Resource@nrc.gov. See Attachment 1 for MLSR guidance and template.

A.4.7 List of Deliverables

- Site Summary for a Non-Agreement State Site
 - draft 4 weeks after authorization to proceed
 - final 1 week after receipt of NRC comments
- Site Information for an Agreement State Site
 - 4 weeks after authorization to proceed

A.4.8 Required Materials/Facilities

- The contractor shall supply all necessary equipment to perform site research

A.4.9 Procedures for Initial Technical Direction

Initial technical direction for all work to be performed under this task order with respect to an individual site will be provided to the contractor using the Technical Direction Form (Attachment 2). The COR will provide the signed form to the contractor with general details about the site and work to be performed. The contractor shall provide a total estimated cost for the site and return a signed copy of the form to the COR.

A.4.10 Release of Publications

Any documents generated by the contractor under this agreement shall not be released for publication or dissemination without CO and COR prior written approval.

A.4.11 Place of Performance

The work to be performed under this agreement shall be primarily performed at the contractor's site.

A.4.12 Hours of Operation

The work on this task order may need to be performed on weekends, holidays, and evenings.

A.4.13 Contractor Travel

No contractor travel is anticipated

A.4.14 Data Rights

The NRC shall have unlimited rights to and ownership of all deliverables provided under this agreement, 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 agreement 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 prior 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.

A.4.15 Applicable Publications (Current Editions)

NA

A.5 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 5 days of the period of performance end date.

A.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of the period of performance end date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

**A.7 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST.
(JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:


(i) Use this information for any private purpose until the information has been released to the public;

- (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

A.8 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

 Program Manager/Subject Matter Expert
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.

A.9 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)

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

Contracting Officer's Representative

Name:  nrc.gov

Telephone Number: 

Alternate Contracting Officer's Representative

[REDACTED]

(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.

A.10 NRCG20 REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

A.11 NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel

may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

A.13 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.

A.14 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared within 12 month increments. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will

be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

A.15 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.

A.16 NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on the Date of Award and will expire on 12 months from the Date of Award.

A.17 NRCF010 PLACE OF DELIVERY-REPORTS

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

[REDACTED]

18 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 Material Safety and Safeguards, under Contract/order number **NRC-HQ-50-17-A-0001 - NRC-HQ-50-17-O-0002**.

A.19 NRC D010 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: N/A.

A.20 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment Number	Title
1	Billing Instructions – Labor Hour Time and Materials
2	Monthly Letter Status Report Template
3	Technical Direction Form- New York Sites
4	Technical Direction Form – Michigan Sites
5	New York Site Summaries
6	Michigan DEQ Info Memo