

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/23/2018		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0006		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310018F0133		4. REQUISITION/REFERENCE NO. NRR-18-0102		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				c. CITY WASHINGTON	
				d. STATE DC	
				e. ZIP CODE 20555-0001	
7. TO: WILLIAM ARCIERI				f. SHIP VIA	
a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 11140 ROCKVILLE PIKE				REFERENCE YOUR:	
d. CITY ROCKVILLE				e. STATE MD	
				f. ZIP CODE 20852-3106	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFF OF NUCLEAR REACTOR REGULATION	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <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		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/18/2021	
b. ACCEPTANCE Destination				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)
	The NRC hereby awards task order NRC-HQ-25-14-E-0006/31310018F0133 entitled "Technical Assistance to Support the SHINE Medical Technologies, Inc. Operating License Application Review." 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 US NUCLEAR REGULATORY COMMISSION						\$0.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A						\$584,596.00	
c. CITY ROCKVILLE		d. STATE MD		e. ZIP CODE 20852-2738				

22. UNITED STATES OF AMERICA BY (Signature)		09/23/2018	23. NAME (Typed) SHARLENE M. MCCUBBIN TITLE: CONTRACTING/ORDER NG 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 09/23/2018	CONTRACT NO. NRC-HQ-25-14-E-0006	ORDER NO. 31310018F0133
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Total Obligated Amount: \$20,000.00 Total Estimated Cost Base: \$388,792.00 Total Estimated Cost Base and All Options: \$584,596.00</p> <hr/> <p>ISL Authorized Official Date Accounting Info: 2018-X0200-FEEBASED-20-20D006-1033-11-4-178- 252A-11-4-178-1033 Period of Performance: 10/01/2018 to 02/18/2021</p>					

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Technical Assistance to Support the SHINE Medical Technologies, Inc. Operating License Application Review

(b) Summary work description: The purpose of this task order contract is to obtain a final safety evaluation (SE) input document for the review of the SHINE Medical Technologies, Inc. (SHINE or the applicant) application to operate a medical radioisotope facility. The review is to be performed in accordance with the guidance provided in NUREG-1537, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors," dated February 1996 and the Interim Staff Guidance Augmenting NUREG-1537, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors," for Licensing Radioisotope Production Facilities and Aqueous Homogeneous Reactors," dated October 17, 2012 (ISG Augmenting NUREG-1537). The contractor's final SE input document will form the basis for the NRC staff's preparation of the Safety Evaluation Report (SER) documenting the staff's conclusions for the SHINE operating license application review.

End of Clause

B.2 PRICE/COST SCHEDULE

CLIN	Description	Est Cost	Fixed Fee	Total Cost Plus Fixed Fee
Basic Award	Task Order Award	██████████	██████████	\$388,792.00
10001	Option	██████████	██████████	\$27,598.00
20001	Option	██████████	██████████	\$33,803.00
30001	Option	██████████	██████████	\$31,091.00
40001	Option	██████████	██████████	\$103,312.00
Total		██████████	██████████	\$584,596.00

**B.3 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 task order is **\$388,792.00**, exclusive of optional CLIN 10001 through 40001, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed fee.
- (b) The total estimated cost to the Government for optional CLIN 10001 of this task order is **\$27,598.00** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.
- (c) The total estimated cost to the Government for optional CLIN 20001 of this task order is **\$33,803.00** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.
- (d) The total estimated cost to the Government for optional CLIN 30001 of this task order is **\$31,091.00** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.
- (e) The total estimated cost to the Government for optional CLIN 40001 of this task order is **\$103,312.00** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.
- (c) There shall be no adjustment in the amount of the Contractor's fixed fee.
- (d) The amount currently obligated by the Government with respect to this contract is **\$20,000.00**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.
- (e) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.
- (f) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 85 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 15 percent of the total fee or \$100,000, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is **\$2,990.00**.

(End of Clause)

Intentionally Removed from ADAMS

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Intentionally Left Blank

Intentially Left Blank

SECTION F - Deliveries or Performance

F.1 NRCF010 PLACE OF DELIVERY-REPORTS

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

- 1) Contracting Officer's Representative (COR) and Alternate COR as designated in section G.1 2052.215-71 PROJECT OFFICER AUTHORITY.

- 2) Contracting Officer Sharlene McCubbin, via e-mail at Sharlene.McCubbin@nrc.gov.

(End of Clause)

F.2 NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

This order shall commence on October 1, 2018, and will expire on February 18, 2021. (See FAR 52.216-18 - Ordering).

The period of performance for OPT CLIN 1 is anticipated to be February 1, 2019, and will expire on February 18, 2021.

The period of performance for OPT CLIN 2 is anticipated to be February 1, 2019, and will expire on February 18, 2021.

The period of performance for OPT CLIN 4 is anticipated to be December 1, 2020 and will expire February 18, 2021.

Note: The period of performance for optional CLINs is only estimated and dependent on the information received by NRC from the applicant. Therefore, the dates are subject to change and are based on the need of the work rather than the date.

(End of Clause)

SECTION G - Contract Administration Data

G.1 2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999)

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

Name: Steven Lynch, Contracting Officer Representative (COR)
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Mail Stop: OWFN 12D20
Washington DC 20555
Telephone Number: 301-415-1524
Email: Steven.Lynch@nrc.gov

Name: Michael Balazik, Alternate COR
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Mail Stop: OWFN 12D20
Washington DC 20555
Telephone Number: 301-415-2856
Email: Steven.Lynch@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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 COR or must be confirmed by the COR 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 COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR 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 COR 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 COR shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

**G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) -
ALTERNATE I (OCT 1999)**

- (a) Total expenditure for travel may not exceed [REDACTED] 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.

(End of Clause)

SECTION H - Special Contract Requirements

H.1 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

Name	Labor Category
[REDACTED]	Senior Technical Reviewer
[REDACTED]	Senior Technical Reviewer
[REDACTED]	Senior Technical Reviewer
[REDACTED]	Subject Matter Expert
[REDACTED]	Subject Matter Expert
[REDACTED]	Subject Matter Expert
[REDACTED]	Subject Matter Expert
[REDACTED]	Subject Matter Expert

	Subject Matter Expert
	Subject Matter Expert
	Subject Matter Expert
	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.

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachments:

1. Attachment 1 – Shine Application Review
2. Billing Instructions for Cost-Reimbursement Type Contracts