

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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22

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

1. DATE OF ORDER		2. CONTRACT NO. (If any) 31310018D0011		6. SHIP TO:	
3. ORDER NO. 31310019F0001		4. REQUISITION/REFERENCE NO. NRR-19-0014		a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M [REDACTED] WASHINGTON DC 20555-0001				b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR BECKMAN ASSOCIATES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1071 STATE RTE 136 SUITE 20				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 BELLE VERNON		e. STATE PA	f. ZIP CODE 150122926	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFF OF NUCLEAR REACTOR REGULATION	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/2019	
a. INSPECTION Destination	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 Contractor shall provide Design Bases Inspection Support Services for Calendar Year 2019 in accordance with the Task Order Statement of Work. Accounting Info: 2019-X0200-FEEBASED-20-20D003-1054-11-5-139-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 FISCAL ACCOUNTING PROGRAM						\$0.00
	b. STREET ADDRESS (or P.O. Box) ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328						
c. CITY PARKERSBURG				d. STATE WV	e. ZIP CODE 26106-1328	\$2,129,859.86	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

12/07/2018



23. NAME (Typed)
JEFFREY R. MITCHELL
TITLE: CONTRACTING/ORDER NG OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
2

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

DATE OF ORDER	CONTRACT NO. 31310018D0011	ORDER NO. 31310019F0001
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	251A-11-5-139-1054 Period of Performance: 01/01/2019 to 12/31/2019					

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

\$0.00

CONTRACTOR ACCEPTANCE OF TASK ORDER 31310019F0001

Acceptance of Task Order No: 31310019F0001 should be made by having an official, authorized to bind your organization.

Accepted Task Order No: 31310019F0001:

Name

Title

Date

[illegible]

B.3 NRCB040A CONSIDERATION AND OBLIGATION--COST-PLUS-FIXED-FEE ALTERNATE I

(a) The total estimated cost to the Government for full performance of this task order is \$2,129,859.86, of which the sum of \$2,000,511.77 represents the estimated reimbursable costs, and of which \$129,348.09 represents the fixed-fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed-fee.

(c) The amount obligated by the Government with respect to this contract is \$100,000.00, of which the sum of \$90,000.00 represents the estimated reimbursable costs, and of which \$10,000.00 represents the fixed-fee.

(d) This is not a fully-funded contract and FAR 52.232-20 - "Limitation of Cost" and FAR 52.232-22 "Limitation of Funds" applies.

(e) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 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 \$100,000.00, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is \$19,402.00.

B.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on January 1, 2019 and will expire on December 31, 2019.

B.5 DBA SCHEDULE

Plant	Licensee	Inspection Start	Inspection End	Electrical Contractor	Mechanical Contractor
Braidwood	Exelon Generation Co., LLC	01/07/2019	02/08/2019	████	████
St. Lucie	Florida Power & Light Co.	02/04/2019	03/15/2019	████	████
Palo Verde	Arizona Public Service Co.	02/04/2019	03/08/2019	████████	████
Sequoyah	Tennessee Valley Authority	02/11/2019	03/22/2019	████████████████	
Clinton	Exelon Generation Co., LLC	03/04/2019	04/05/2019	████	████
South Texas	STP Nuclear Operating Co.	03/18/2019	04/19/2019	████	████
Seabrook	NextEra Energy Seabrook, LLC	04/08/2019	05/10/2019	████	████
Robinson	Duke Energy Progress, LLC	04/22/2019	05/24/2019	████	████
Fermi	DTE Electric Company	04/29/2019	05/31/2019	████	████
Ginna	Constellation Energy	06/03/2019	07/05/2019	████	████
Diablo Canyon	Pacific Gas & Electric Co.	06/03/2019	07/05/2019	████████	████
Fitzpatrick	Exelon FitzPatrick, LLC/Exelon Generation Company, LLC	07/08/2019	08/09/2019	████	████
LaSalle	Exelon Generation Co., LLC	07/15/2019	08/16/2019	████	████
Columbia	Energy Northwest	07/29/2019	08/30/2019	████████	████
Watts Bar	Tennessee Valley Authority	08/05/2019	09/13/2019	████████████████	
Brunswick	Duke Energy Progress, LLC	08/12/2019	09/20/2019	████	████
Susquehanna	Susquehanna Nuclear, LLC	09/09/2019	10/11/2019	████	████
Vogtle	Southern Nuclear Operating Co.	10/07/2019	11/22/2019	████	████

SECTION C – STATEMENT OF WORK

1.0 TITLE

Design Bases Assurance (DBA) inspections [Calendar Year 2019]]

2.0 BACKGROUND

In accordance with the baseline inspection portion of the Reactor Oversight Process (ROP), the U.S. Nuclear Regulatory Commission (NRC) inspects various activities at nuclear power reactor plants.

3.0 TASK ORDER OBJECTIVE

The objective of this task order is to obtain contractor support to assist the NRC inspection teams in the performance of DBA inspections at 1) Braidwood; 2) St. Lucie; 3) Palo Verde; 4) Sequoyah; 5) Clinton; 6) South Texas; 7) Seabrook; 8) Robinson; 9) Fermi; 10) Ginna; 11) Diablo Canyon; 12) Fitzpatrick; 13) LaSalle; 14) Columbia; 15) Watts Bar; 16) Brunswick; 17) Susquehanna; and 18) Vogtle. The requirements are:

Each DBA inspection requires one mechanical and one electrical systems engineer.

See attached schedule which contain the CY 2019 DBA inspection schedule for when the DBA support by contractors is needed. These inspection schedules may change during CY2019. Given that no date revisions will exceed this task order's overall period of performance, changes to individual inspection dates will be provided to the contractor by the Technical Contracting Officer Representative.

4.0 SCOPE OF WORK

The contractor shall provide technical support to the assigned NRC Regional Team Leader (RTL) during the performance of the above DBAs in accordance with the enclosed schedule. The following Inspection Procedure (IP) and Inspection Manual Chapter (IMC) will be used:

“IP 71111.21M, Design Bases Assurance (DBA) Inspection (Team)”

“IMC 0612, Power Reactor Inspection Reports”

The NRC RTL may issue technical direction during the duration of the task order. Technical direction must be within the general Statement of Work stated in the task order, and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance. The contractor shall refer to the basic contract for further information and guidance on any technical directions issued under this task order.

Any modifications to the scope of work, cost, or period of performance of the task order must be issued by the Contracting Officer and will be coordinated with the Project Officer.

The proposal should also include a monthly estimate of expenditures (spending plan).

5.0 SPECIFIC TASKS

The below five specific elements should be performed for each of the above DBA inspections, and shall be performed in accordance with the requirements, standards, deliverables, and completion timeframes specified in the base contract's Statement of Work.

Task 1 - Perform DBA Inspection Element 1 – Contractor Inspector Prerequisites:

Requirement: Prior to the scheduled start date of the inspection, the contractor shall assign contractor inspectors (key personnel) to the inspection(s). The contractor shall ensure that the assigned key personnel have completed all site access requirements including all web-based training specified by the COR or by the licensee, including psychological assessments, drug testing, and specified continuing training requirements. Exceptions must be approved by the COR.

Standard: Contractor inspectors shall meet all applicable site access requirements, including specified continuing training requirements.

Deliverable: The contractor shall send the COR a notification via email that confirms the contractor inspectors have met all applicable site access requirements.

Due: The contractor shall notify the COR via email prior to starting Task 3, if there are any problems with the contractor inspectors obtaining site access.

Task 2 - Perform DBA Inspection Element 2 – Inspection Preparations:

Requirement: The contractor inspectors shall prepare for inspections for five business days, divided between the regional office and the inspectors' home offices. The RTL will coordinate the location of the inspection preparations with the inspectors. Inspection preparation shall be performed in accordance with the applicable inspection procedure (IP) (e.g., IP 71111.21M). The contractor shall prepare an inspection plan which describes how the inspection will be conducted.

Standard: The inspection plan shall be prepared in accordance with IP 71111.21M.

Deliverable: The contractor shall submit the inspection plan to the RTL for approval.

Due: The contractor shall electronically submit the inspection plan to the RTL in a Microsoft Word document format no later than one business day prior to starting Task 4.

Task 3 - Perform DBA Inspection Element 3 - Conduct Onsite Inspections:

Requirement: The contractor inspectors shall conduct site inspections in accordance with the applicable inspection procedures, as directed by the RTL and the task order issued describing the specific work. The contractor inspectors shall verbally report inspection progress to the RTL during daily team meetings.

Standard: All inspections shall be conducted in accordance with IPs referenced in the task order defining the inspection(s). All written notes documenting the contractor inspector's results shall be accurate, legible, and contain no spelling or grammatical errors.

Deliverable: The contractor inspectors shall submit written notes in Microsoft Word, documenting inspection results. The contractor inspectors shall document any issues of concern, which shall include the following: 1) statements which describe the issue of concern; 2) NRC or industry requirement to which the licensee is not in compliance; and 3) safety significance of the noncompliance.

Due: The contractor inspectors shall provide the RTL written notes which describes all performance deficiencies identified within one business day of identifying the deficiencies.

Task 4 - Provide DBA Inspection Element 4 - Home Office Review of the Inspection Results:

Requirement: The contractor inspectors shall conduct home office reviews using design basis documentation (drawings, calculations, etc.) and review the results of the inspection at the contractor inspector's home office, in accordance with the approved inspection plan. The contractor shall verbally report the inspection progress to the NRC RTL.

Standard: Verbal progress on home office reviews shall be provided to the NRC RTL as defined in the time period below.

Deliverable: Verbal progress report to the RTL.

Due: The contractor inspectors shall submit the verbal progress report to the RTL as requested by close of business (i.e., 5 p.m. local time) of each home office review.

Additional Guidance or Reference: Approved inspection plan developed under Element 2.

Task 5 - Provide DBA Inspection Element 5 - Documentation of Inspection Results:

Requirement: The contractor inspectors shall provide written input to the NRC inspection report to the RTL in accordance with Inspection Manual Chapter (IMC) 0612, "Power Reactor Inspection Reports" as a Microsoft Word file. The manual is available on the following link:
<https://www.nrc.gov/docs/ML1305/ML13058A316.pdf>

Standard: The contractor inspectors shall provide inspection input as defined in the time period below. The Inspection Report input shall conform to the requirements provided in IMC 0612 "Power Reactor Inspection Reports" and the requirements of the contract.

Deliverable: The contractor inspectors shall submit the Inspection Report input in Microsoft Word format to the RTL.

Due: The contractor inspectors shall electronically submit the Inspection Report input to the RTL within seven calendar days after the inspection exit date. The RTL may extend this due date if additional reviews are needed.

Additional Guidance or Reference: The contractor inspectors shall not undertake any further efforts toward report finalization, such as contractor management review of the Inspection Report input. The Inspection Report input shall be electronically transmitted directly from the contractor inspector to the RTL.

6.0 TECHNICAL REPORTING REQUIREMENTS FOR EACH INSPECTION

The technical reporting requirements for each of the above DBAs shall be performed in accordance with the requirements specified in paragraph c.8 entitled “Reporting Requirements” of the base contract.

7.0 PERSONNEL REQUIREMENTS

The engineering inspection specialists shall have a design background (such as from an architect-engineer firm) and experience/knowledge regarding:

- 1) Design, analysis, operations, installation, modification, maintenance and testing of nuclear plant safety systems.
- 2) Reviewing design basis and detailed design (calculations, drawings, etc.) of nuclear plant safety systems.

All of the specialists should have knowledge/experience with NRC regulations and risk informed inspection methodology.

It shall be the responsibility of the contractor to assign qualified technical staff, employees, and subcontractors, who have the required educational background, experience, or combination thereof, to meet both the technical and regulatory objectives of the work specified in this Statement of Work (SOW). The NRC will rely on representation made by the contractor concerning the qualifications of the personnel proposed for assignment to this task order including assurance that all information contained in the technical and cost proposals, including resumes and conflict of interest disclosures, is accurate and truthful.

9.0 MEETINGS AND TRAVEL

One 5-day trip to region

Two 5-day trips to plant site for each DBA.

Above travel estimate is per individual and may be adjusted for holidays. The contractors shall coordinate all travel arrangements in advance with the RTL. Off-normal travel time may be required to ensure timely arrival at the site, as scheduled by RTL.

10.0 NRC FURNISHED MATERIAL

Documents required to prepare for the inspection will be provided by Team Leaders.

11.0 OTHER APPLICABLE INFORMATION

The inspection work specified in this SOW is 100% **licensee fee recoverable**. The contractor shall provide fee recovery information in the monthly progress reports in accordance with the requirements of the basic contract.

Training and any generic costs (e.g., drug testing) will be specified as non-fee billable costs.

SECTION D - PACKING AND MARKING

D.1 NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract task order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation. Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation, under Contract task order number 31310018D0011 / 31310019F0001.

(End of Clause)

D.2 NRCD010 PACKAGING AND MARKING

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

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

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

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY

1. The COR for this task order is:

[REDACTED]

Office: Office of Nuclear Reactor Regulation

Mailstop: [REDACTED]

Rockville, MD 20852

Phone: [REDACTED]

Email: [REDACTED]

2. Performance of the work under this task order is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:
 - i. 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 Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.
 - ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - iii. Review and, where required by the task order contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
3. Technical direction must be within the general statement of work stated in the task order. The COR does not have the authority to and may not issue any technical direction which:
 - i. Constitutes an assignment of work outside the general scope of the contract.
 - ii. Constitutes a change as defined in the "Changes" clause of this contract.
 - iii. 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.
 - iv. Changes any of the expressed terms, conditions, or specifications of the contract.
 - v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

4. 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.
5. The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.
6. If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as 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 the 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.
7. 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.
8. 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 thereto is subject to 52.233-1, Disputes.
9. In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:
 - a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
 - b. Assist the contractor in the resolution of technical problems encountered during performance.
 - c. 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.
 - d. Assist the contractor in obtaining the badges for the contractor personnel.
 - e. Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

- f. Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
- g. For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

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:

a. Name: [REDACTED] (1 Electronic Copy)
Contracting Officer's Representative (COR)
Address: [REDACTED]

b. Name: [REDACTED] (1 Electronic Copy)
Contract Specialist (CS)
Address: [REDACTED]

(End of Clause)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 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- Central Contractor Registration".

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 the Department of the Interior at NRCPayments@nrc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

NRC Payments

U.S. Nuclear Regulatory Commission
One White Flint North
Mailstop O3-E17A
11555 Rockville Pike
Rockville, MD 20852-2738

(End of Clause)

G.2 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

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.

H.1 2052-215-70 KEY PERSONNEL (JAN 1993)

[illegible]

(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)

H.2 NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), nonozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

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

(End of Clause)

H.3 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

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

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

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

(End of Clause)

H.4 NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

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

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

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

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

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

(End of Clause)