

ORDER FOR SUPPLIES OR SERVICES

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. 31310022F0001		4. REQUISITION/REFERENCE NO. NRR-22-0004		a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				b. STREET ADDRESS WAREHOUSE 4934 BOILING BROOK PARKWAY	
				c. CITY ROCKVILLE	e. ZIP CODE 20852
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR BECKMAN ASSOCIATES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
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
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)	
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)
	Accounting Info 2022-X0200-FEEBASED-20-20D003-1054-11-5-139-251A 11 5 139 1054 Period of Performance: 01/01/2022 to 12/31/2022					

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	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)		ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328				\$1,150,694.98	
c. CITY		d. STATE	e. ZIP CODE				
PARKERSBURG		WV	26106-1328				

22. UNITED STATES OF AMERICA BY (Signature)		11/29/2021	23. NAME (Typed)	
			JEFFREY R. MITCHELL TITLE: CONTRACTING/ORDER NG OFFICER	

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B - Supplies or Services/Prices

B.1 NRC SPECIFIC INFORMATION

CONTRACTOR ACCEPTANCE OF TASK ORDER 31310022F0001

Acceptance of Task Order No: 31310022F0001 should be made by having an official, authorized to bind your organization.

Accepted Task Order No: 31310022F0001:

Name

Title

Date

B.2 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Technical Assistance to Support Design Engineering Inspection Services. [Calendar Year 2022]

(b) Summary work description: The contractor shall assist the NRC inspection teams in the performance of Design Bases Assurance (DBA).

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

(a) The total estimated cost to the Government for full performance of this contract is \$1,150,694.98 of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which \$ [REDACTED] represents the fixed-fee.

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

(c) The amount currently obligated by the Government with respect to this contract is [REDACTED], of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(d) It is estimated that the amount currently obligated will cover performance through February 2022.

(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 \$ [REDACTED].

B.4 PRICE/COST SCHEDULE

CLIN	DESCRIPTION	COST
0001	Total Estimated Cost	\$ [REDACTED]
0002	Fixed Fee	[REDACTED]
	Contract Ceiling	\$ [REDACTED]

C - Description/Specifications

C.1 STATEMENT OF WORK

STATEMENT OF WORK

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Fee Recoverable: All cost is fee recoverable.

C.2 Title of Project

Technical Assistance to Support Design Engineering Inspection Services.

C.3 Background

The U.S. Nuclear Regulatory Commission (NRC) was created as an independent Agency by Congress in 1974 to enable the nation to safely use radioactive materials for beneficial civilian purposes while ensuring that people and the environment are protected. The NRC regulates commercial nuclear power plants and other uses of nuclear materials, such as in nuclear medicine, through licensing, inspection, and enforcement of its requirements. The NRC's headquarters are in Rockville, Maryland, and the NRC has four regional offices located in: King of Prussia, PA; Atlanta, GA; Lisle, IL; and Arlington, TX.

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to support NRC Design Engineering Inspections as defined in this Statement of Work (SOW). The contractor shall perform to the standards in this contract.

In accordance with the baseline inspection portion of the Reactor Oversight Process (ROP), the NRC inspects the design and operation of nuclear power reactor plants. These inspections sometimes require contractor technical support.

Design Bases Assurance (DBA) inspections are the primary inspection under this contract. They verify that design bases have been correctly implemented for the selected risk-significant components and that operating procedures and operator actions are consistent with design and licensing bases. This ensures that selected samples can perform their safety functions.

In addition to the DBA inspections, contract technical support may be required for other inspections of design and operations including (but not limited to): fire protection; supplemental inspections at plants which experience degraded performance; and reactive inspections (such as augmented inspection teams and special Inspections).

Since 1982, the NRC has had various design engineering inspection programs that required contractor assistance to supplement staff resources. These have included integrated design inspections, safety system functional inspections, electrical distribution system functional inspections, service water system operational performance inspections, safety systems design and performance capability, fire protection inspections, and Component Design Basis Inspections.

The NRC has found it beneficial to form inspection teams, which include technical assistance from contractors with current nuclear plant experience. These inspections usually start with design

requirements and follow the plant implementation through plant operations and maintenance practices.

Specific inspection requirements will be defined per task order under this contract, with authorized maximum levels of effort specified per task order. The schedule for the inspections will be provided by the Contracting Officer’s Representative (COR). The contractor shall coordinate with the NRC in providing qualified contractor inspectors to support the NRC’s regional inspection teams.

C.4 Objective

The objective of this acquisition is to obtain contractor support for conducting inspections for evaluating the design and operation of nuclear power reactor plants.

C.5 Scope of Work/Tasks

The contractor shall provide technical support to the NRC for inspections, which will be assigned by the NRC’s Contracting Officer (CO) through issuance of task orders. Inspections shall be performed in accordance with applicable inspection procedures (IPs), such as IP 71111.21M, "Design Bases Assurance Inspection (Team)," which is a publicly available document accessible at: <https://www.nrc.gov/docs/ML1634/ML16340B000.pdf>.

The NRC Regional Team Leader (RTL) or COR will issue guidance to the contractor inspectors during the inspection. The following is a summary of the scope of work:

- For planning purposes, contractor support for DBAs inspections is required at St. Lucie, Sequoyah, Harris, Braidwood, Brunswick, Palo Verde, Watts Bar, Catawba, Cook, South Texas, Robinson, Browns Ferry, Fermi, and LaSalle. For LaSalle, the inspection will require one electrical contractor. For Watts Bar, the inspection will require one electrical contractor and one mechanical contractor. For St. Lucie and Brunswick, the inspections will each require two mechanical contractors. For Sequoyah, Harris, Braidwood, Palo Verde, Catawba, Cook, South Texas, Robinson, Browns Ferry, and Fermi, each inspection will require one mechanical contractor.
- Optional Inspections may cover unscheduled design engineering and operations inspections. Typically, there will be a maximum of two optional inspections per year. The scope and schedule of these inspections will be defined in each separate task order. The task order for optional inspections will contain inspection elements like those stated in the tasks section below.
- The anticipated locations, dates, number of contractor inspectors and hours per individual per inspection needed for each inspection are summarized as follows:

Inspections	Inspection Dates	Resources
St. Lucie	02/21-03/21/2022	2 mechanical contractors
Sequoyah	02/21-03/21/2022	1 Mechanical contractor
Harris	04/04-05/02/2022	1 mechanical contractor

Inspections	Inspection Dates	Resources
Braidwood	04/11-05/13/2022	1 mechanical contractor
Brunswick	04/18-05/16/2022	2 Mechanical contractors
Watts Bar	05/30-06/27/2022	1 electrical and 1 mechanical contractors
Catawba	05/16-06/13/2022	1 mechanical contractor
Cook	06/20-07/22/2022	1 mechanical contractor
South Texas	07/18-08/01/2022	1 mechanical contractor
Robinson	07/18-08/15/2022	1 mechanical contractor
Browns Ferry	07/11-08/08/2022	1 mechanical contractor
Fermi	08/01-09/02/2022	1 mechanical contractor
LaSalle	09/12-10/14/2022	1 Electrical contractor
Palo Verde	11/28-12/12/2022	1 mechanical contractor

- At the discretion of the NRC, inspections may be conducted onsite or remotely, such as in circumstances where access to the site is not feasible (e.g. mandatory travel restrictions imposed due to a local or nationwide pandemic). Access to internet service is required (especially if performing a remote inspection). Internet should have enough speed and bandwidth to support videoconferences, large file transfers, etc.

Task 1- Attend Post Award Conference and Meetings

The contractor shall attend a post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The CO, CORs, and other Government personnel, as appropriate, may request meetings (alternately conference calls) with the contractor to review the contractor's performance. These will occur only when necessary and determined by the COR. At these meetings the CO will apprise the contractor of how the government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced with contract performance. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

The contractor shall be required to meet annually with the COR and CO after the start of this contract. Additional meetings will be scheduled by the COR, as needed. The contractor may request meetings whenever an outstanding issues(s) exists and no mutual resolution is apparent.

Task 2- 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 3- 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 IP (e.g., IP 71111.21M). If required by the RTL, the contractor shall prepare an inspection plan in accordance with the guidance provided by the RTL

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

Deliverable: If required, the contractor shall submit the inspection plan to the RTL for approval.

Due: The contractor inspector shall electronically submit the inspection plan to the RTL in accordance with the RTL instructions and specified due date.

Task 4- Perform DBA Inspection Element 3 - Conduct Onsite Inspections:

Requirement: The contractor inspectors shall, under the direction of the RTL conduct remote and/or onsite 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 and identified deficiencies 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. In addition, the

contractor inspector may be required to present his/her issue of concern to licensee management (i.e. Technical Debrief and/or Exit Meeting)

Due: The contractor inspectors shall provide the RTL written notes describing all performance deficiencies identified on the due dates set by the RTL.

Task 5- Provide DBA Inspection Element 4 - Home Office Review During In-Between Inspection Weeks:

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 or daily progress report to the RTL daily, as scheduled by the RTL.).

Additional Guidance or Reference: Each RTL has a different approach, inspection focus and team expectations. Maintaining regular and open communication with the RTL is highly encouraged.

Task 6- 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) 0611, "Power Reactor Inspection Reports" as a Microsoft Word file. The manual is available on the following link: <https://www.nrc.gov/docs/ML1804/ML18043A807.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 0611 "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: After the inspection report input is submitted to the RTL, the contractor inspector shall not perform additional work on the inspection report unless directed by the RTL. The Inspection Report input shall be electronically transmitted directly from the contractor inspector to the RTL.

The contractor inspectors may be required to provide additional inspection input or reviews, which typically require 20-40 hours per instance. A provision for this additional scope will be stated in the task

order describing the inspection(s).

Task orders may be issued by the NRC CO requesting discussions and support for NRC presentations such as answering questions at teleconferences, workshops, or other NRC meetings to describe findings from the DBA inspections over the life of the contract.

Task 7- Optional Inspections:

Task orders may be issued by the NRC CO to request contractor support for other inspections, or to support NRC training needs such as: (1) inspections of plant modifications; (2) supplemental inspections at plants which, experience degraded performance in accordance with the ROP Action Matrix available at the following link:

<https://www.nrc.gov/reactors/operating/oversight/actionmatrix-summary.html>; (3) reactive inspections such as Augmented Inspection Teams and Special Inspections; (4) Independent Design Verification Programs; (5) Integrated Design Inspections; and (6) Provide design inspection training to NRC inspectors as directed by the COR. As appropriate, the NRC may require support for inspections of design or operations not identified above.

For these inspections or to provide training to NRC inspectors, the contractor may need to pursue key personnel with specific engineering skills that are not available from key personnel previously defined in the contract. The specific engineering skills will be listed with each task order for the optional inspections.

Typically, between a maximum of six of these inspections and one training request shall be required each year of contract performance. These inspections shall be conducted in accordance with the applicable inspection procedure referenced and/or provided with each task order. These inspections may contain the same elements as required above for the DBA inspections. Any differences will be described in the applicable task order issued to request the work.

Task 8 – Consulting Support

Standard: At the request of the COR, the contractor inspector shall provide consultation to the NRC in support of inspections.

Deliverable: The contractor inspectors shall provide remote consultation support to the NRC team applicable to the inspection such as:

- Insight into any issues or questions posed by the NRC related to engineering principles and operational experiences as applicable. Examples include, guidance to the NRC on engineering issues, questions for the licensee, and any operational experience or previous known issues about the subject SSCs.
- Any professional opinions on specific inspection issues. An example includes a reasonableness of a calculation, associated analysis or evaluation.

The RTL will coordinate the sharing of information needed by the contractor inspector to assist the NRC inspector.

Due:

The total hours of support will be authorized by the COR as needed. For planning purposes, assume:

Labor Category	Hours
Technical Consultant	100
Project Administrator	20
Project Manager	20

The contractor shall provide to the COR documentation of conversations with the RTL and the general subject matter; this may be accomplished via e-mail. All written notes documenting the contractor inspector’s results shall be accurate, legible, and contain no spelling or grammatical errors.

Additional Guidance or Reference: For remote consultations the RTL shall initiate communication with contractor inspectors by telephone or e-mail.

D - Packaging and Marking

D.1 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.

D.2 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation,, under Contract/order number 31310018D0011/31310022F0001.

F - Deliveries or Performance

F.1 PLACE OF DELIVERY-REPORTS

a. Name: [REDACTED]

b. Name: Jeffrey Mitchell (1 Electronic Copy)
Contract Specialist (CS)
Address: Jeffrey.Mitchell@nrc.gov

F.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on January 1, 2022 and will expire on December 31, 2022.

G - Contract Administration Data

G.1 ELECTRONIC PAYMENT (DEC 2017)

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 Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

H - Special Contract Requirements

H.1 CONTRACTOR CONDUCT (APRIL 2020)

The contractor will ensure that all contractor staff receive anti-harassment training before being granted facility access. The Government reserves the right to deny or restrict facility access for any Contractor employee who engages in any conduct that the agency believes adversely affects the work place. The imposition of a restriction or prohibition shall not excuse the Contractor from performance of obligations under the contract.

H.2 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)

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, as applicable. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

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

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet

(e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

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

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

H.3 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.

H.4 GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and

services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

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

H.5 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.

H.6 KEY PERSONNEL. (JAN 1993)

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



*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.

H.7 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

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



(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- (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, approval of 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 COR 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 COR 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 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.

(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 thereto 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.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) 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.

(6) 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.

(7) 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.

(End of Clause)