

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

21

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

1. DATE OF ORDER 07/01/2017		2. CONTRACT NO. (If any) NRC-HQ-50-14-E-0001		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. NRC-HQ-20-17-T-0006		4. REQUISITION/REFERENCE NO. NRR-17-0114		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO: PAUL MALDONADO				f. SHIP VIA	
a. NAME OF CONTRACTOR S W R I				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 6220 CULEBRA RD				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.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385166		
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 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) 30 Days After Award	
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 services in accordance to the Statement of Work (SOW) entitled "Support NRC in Reviewing the Industry Guidance on the NEI Tornado Missile Risk Evaluator (TMRE) used for Risk Informed Tornado Missile Analysis," 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
	b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A						\$29,951.00
c. CITY ROCKVILLE			d. STATE MD	e. ZIP CODE 20852-2738		17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature)

06/30/2017

23. NAME (Typed)
SHARLENE M. MCCUBBIN
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.	ORDER NO.
07/01/2017	NRC-HQ-50-14-E-0001	NRC-HQ-20-17-T-0006

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Total Ceiling Amount: \$29,951.00 Total Obligated Amount: \$29,951.00 Accounting Info: 2017-X0200-FEEBASED-20-20D007-1028-11-4-151- 252A-11-4-151-1028 Period of Performance: 07/01/2017 to 10/31/2017					

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

\$0.00

SECTION B - Supplies or Services/Prices	4
B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION	4
NRCB040A CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALT I	4
SECTION C STATEMENT OF WORK	5
SECTION D - Packaging and Marking	11
D.1 NRCD010 PACKAGING AND MARKING	11
SECTION E - Inspection and Acceptance	12
E. 1 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)	12
SECTION F - Deliveries or Performance	13
F.1 NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)	13
F.2 NRCF010 PLACE OF DELIVERY-REPORTS	13
SECTION G - Contract Administration Data	14
G.1 NRCG030 ELECTRONIC PAYMENT (SEP 2014)	14
G.2 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS	14
G.3 NRCH470 GREEN PURCHASING (SEP 2013)	14
G.4 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES	15
SECTION H - Special Contract Requirements	16
H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST	16
H.2 2052.215-70 KEY PERSONNEL (JAN 1993)	18
H.3 2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999)	19

SECTION C STATEMENT OF WORK

TASK ORDER NRC-HQ-20-17-T-0006 under CNWRA EWC NRC-HQ-50-14-E-0001

Project Title: Support NRC in Reviewing the Industry Guidance on the NEI Tornado Missile Risk Evaluator (TMRE) used for Risk-Informed Tornado Missile Analysis

Cost Center: 1028

Task Order No.: NRC-HQ-20-17-T-0006

Budget & Reporting No.: 11-4-151

NRC Requisition Office: Office of Nuclear Reactor Regulation (NRR)

NRC COR: [Bernard L. Grenier, 301/415-2726; Bernard.Grenier@nrc.gov](mailto:Bernard.L.Grenier@nrc.gov)

NRC Alternate COR: Sara Lyons, 301/415-2861; Sara.Lyons@nrc.gov

Technical Reviewer: Mehdi Reisi-Fard, 301/415-3092; Mehdi.Reisfard@nrc.gov

Fee Recoverable: No

CAC Number: MF8292

Docket Number: N/A

Contractor: Center for Nuclear Waste Regulatory Analyses/ SWRI

Type of Contract/Order: Cost-Plus-Fixed-Fee

BACKGROUND

NRC's Office of Nuclear Reactor Regulation (NRR) is responsible for ensuring the public health and safety through licensing and inspection activities at all commercial nuclear power reactor facilities in the United States. The wide range of NRR activities includes the review of operating reactor license amendments and the development of programs to guide regional office-based inspections from the outset of plant construction throughout the facilities lifetime. NRR identifies and takes actions regarding conditions and licensee performance that may adversely affect public health and safety, the environment, or the safeguarding of nuclear reactor facilities. NRR assesses and recommends or takes actions regarding incidents or accidents. The Division of Risk Assessment (DRA) is one of the eight which provides nuclear expertise in the area of probabilistic risk assessment and its applications to licensing, rulemaking and plant oversight.

The nuclear industry has proposed a simplified, risk-informed method named Tornado Missile Risk Evaluator (TMRE) for evaluating the impact of those structures, systems, and components (SSCs) that may not meet their licensing basis with respect to tornado missile shielding. A tornado missile is any object (such as a tree or telephone pole) that could be dislodged by a tornado and made to strike a portion of a nuclear power plant. To protect against this event, safety significant SSCs are surrounded by shielding (e.g., reinforced concrete) designed to withstand the maximum credible impact that could be caused by a tornado missile. Recently, a handful of SSCs have been identified at certain sites that may not have sufficient physical protection against tornado missiles. The industry's proposed approach would determine the change in core damage frequency (CDF) associated with leaving these SSCs "as is," instead of installing missile protection. Under the industry's proposal, sites that could demonstrate a change in CDF less than or equal to $1\text{E-}6$ / year (one in a million) would not be required to install additional missile protection for the SSCs in question. The industry and NRC have discussed this concept in several public meetings since December 2015. In July 2017, the industry will submit pilot applications that use the TMRE approach along with a guidance document which describes the proposed methodology in detail and provides the technical basis for the methodology. The guidance document is expected to be submitted to NRC at approximately the same time. Therefore, both will be reviewed in parallel. The NRC staff requires CNWRA expertise to assist in determining the adequacy of the proposed guidance. This CNWRA expertise was obtained in fiscal year 2016, under Task Order NRC-HQ-20-16-T-000, when the industry first began developing the proposed TMRE approach.

OBJECTIVE

The objective of this task order is to obtain technical services of the Center for Nuclear Waste Regulatory Analyses (CNWRA) of the Southwest Research Institute (SWRI) to assist the staff in determining the acceptability of the industry guidance for implementing the TMRE methodology and in determining whether the TMRE methodology is technically consistent with existing agency guidance.

SCOPE OF WORK

CNWRA will review and analyze the TMRE guidance and supporting materials, develop questions to obtain clarification or additional information and prepare a written assessment of the results of the work.

SPECIFIC TASKS AND SCHEDULE

<u>Tasks</u>	<u>Completion Schedule</u>
1. Review the TMRE guidance and, as necessary, the associated references and documents such as EPRI NP-768, "Tornado Missile Risk Analysis" that are related to the technical basis for the use of Missile Impact Parameter (MIP) in TMRE methodology and different steps, along with their technical basis, for calculating the Exposed Equipment Failure Probabilities (EEFPs). These steps include the approaches for determining the missile counts based on factors such as the robustness of the targets and tornado intensities; estimation of the MIP values for different tornado	

intensities, elevations, and SSCs depending on the risk significance; determining the site-specific tornado frequencies; calculating appropriate target areas for the purpose of the analysis; and considering target fragilities. This review is performed to determine whether:

- all steps for calculating the EEFPs and consideration of various factors such as target robustness, elevations, areas, frequencies, MIP values, etc. are described in enough detail and with clarity so that they could be consistently understood and applied by different licensees;
- information, data and methods presented in the industry TMRE guidance, EPRI NP-768, etc. adequately justify the basis for all the steps for calculating EEFPs, including the use of MIP values computed from EPRI NP-768, for use in a risk-informed application that evaluates the risk of non-compliances related to protection of SSCs against tornado missiles;
- any limitations and conditions is needed for implementing the TMRE guidance to ensure the technical acceptability of the various parts of the methodology; and,
- whether any additional information is necessary for assessing and determining the technical acceptability of those aspects of the TMRE methodology that are within the scope of SWRI review.

Identify additional information needed contained in a preliminary set of questions necessary to conclude whether the methodology is technically defensible and consistent with existing NRC guidance on risk analysis and prepare a technical letter report.

a. Initial report and draft RAIs.

Four weeks after receipt of the TMRE guidance.

b. Incorporate NRC comments (after discussions with the NRC) and submit the final RAIs.

One week after receipt of NRC comments.

Tasks

Completion Schedule

- | | |
|---|---|
| <p>2. Prepare a technical letter report which documents the assessment of the TMRE guidance and includes the finalized questions based on the review performed under Task 1 and discussions with NRC staff. (See Technical Reporting Requirement for details of the content of the report.)</p> <p>a. Draft.</p> <p>b. Incorporate NRC comments and submit the final TLR.</p> | <p>Two weeks after receipt of the RAI responses.</p> <p>One week after receipt of NRC comments.</p> |
|---|---|

TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

One Performance and Risk Assessment Specialist on intermittent, part-time basis, who possesses significant experience in applied mathematics, statistics and risk assessment and who has a technical background in nuclear power plant safety.

PERIOD OF PERFORMANCE

The projected period of performance is stated in Section F.1 of this task order.

PLACE OF PERFORMANCE

Work will be performed at the SWRI/CNWRA site in San Antonio, Texas.

REPORTING REQUIREMENTS

Technical Reports

1. At the completion of Task 1, submit a technical letter report that, at a high level, includes a summary of the work performed, the conclusions reached with respect to the items listed under Task 1 and other observations not included in these items, and draft requests for additional information. A detailed discussion of findings and evaluations is not required for this task; this TLR is meant to summarize the findings and provide an outline to support follow-up phone calls with the NRC technical staff and form the basis for the final TLR.
2. At the completion of Task 2, submit a technical letter report that contains:
 - Evaluation of information, data, and methods used to support the technical basis for the different steps of calculating EEFPs and determination of acceptability of the basis and adequacy of guidance for the specific risk-informed application.
 - Identification of possible gaps and issues in methods and data used to support each step of the TMRE methodology for calculating EEFPs (if any) with requests for additional information that would resolve those issues if responded satisfactorily.

- Proposed limitations and conditions for implementing the TMRE methodology to ensure the technical acceptability of various parts of the methodology (if any).

Monthly Letter Status Report

The contractor shall provide 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 status of contractor progress in achieving activities and producing deliverables. The report shall include order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

NOTE: If no work is done during the current reporting period, a PMPR is not required until work has resumed.

MEETINGS AND TRAVEL

No travel is anticipated under this task order.

NRC-FURNISHED MATERIAL

The Industry Guidance on the NEI Tornado Missile Risk Evaluator (TMRE) will be provided as soon as it is available.

OTHER APPLICABLE INFORMATION

Applicable Documents and Standards

- [REDACTED]
- [REDACTED]

License Fee Recovery

The work specified in this statement of work is not licensee fee recoverable.

Assumptions and Understandings

It is understood that the level of effort for each Task contains sufficient effort to conduct telephone conference calls with the NRC staff. Such phone calls, for example, might be arranged by the NRC COR between the staff and with NEI to discuss the comments and to reach an understanding on the content of the TMRE.

The level of effort assumption for Task 1 is limited to 88 hours because of CNWRA's knowledge of the industry's TMRE methodology as a result of their work under a separate contract in 2016: NRC-HQ-20-16-T-0001.

It is understood that the CNWRA has copies of the reference documents listed above.

Security

Information required for performance of this work is anticipated to be UNCLASSIFIED. Proprietary Information or other Sensitive Unclassified Non-Safeguards Information (SUNSI) may be required to complete the work.

CLASSIFICATION CLAUSE

Not Applicable.

RESEARCH QUALITY

N/A

ORGANIZATIONAL CONFLICT OF INTEREST

The contractor shall ensure compliance with NRC -02-07-006, Section H.9, 48 CFR 2052.209-72 Contractor Organizational Conflicts of Interest (Jan 1993).

SECTION D - Packaging and Marking

D.1 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: Not Applicable.

(End of Clause)

SECTION E - Inspection and Acceptance

E. 1 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

(End of Clause)

SECTION F - Deliveries or Performance

F.1 NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on the effective date of this task order-10/31/2017.

(End of Clause)

F.2 NRCF010 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer's Representative (COR) (1 electronic copy)

Name: Bernard L. Grenier

Phone: [REDACTED]

E-mail: Bernard.Grenier@nrc.gov

Alternate Contracting Officer's Representative (COR):

Name: Sara Lyons

Phone: [REDACTED]

E-Mail: Sara.Lyons@nrc.gov

Technical Reviewer

NAME: Mehdi Reisi-Fard

Phone: [REDACTED]

E-mail: Mehdi.Reisfard@nrc.gov

b. Contract Specialist (1 electronic copy)

Name: Sharlene McCubbin

Sharlene.McCubbin@nrc.gov

(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: NRCPayments@nrc.gov.

(End of Clause)

G.2 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.

(End of Clause)

G.3 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), non-ozone 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)

G.4 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)

SECTION H - Special Contract Requirements

H.1 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.

(End of Clause)

H.2 2052.215-70 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.

(End of Clause)

H.3 2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999)

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

Name: Bernard L. Grenier
Phone: [REDACTED]
E-mail: Bernard.Grenier@nrc.gov

The Contracting Officer's authorized alternate representative hereinafter referred to as the Alternate Contracting Officer Representative for this contract is:

Alternate Contracting Officer's Representative (COR):

NAME: Sara Lyons
Phone: [REDACTED]
E-Mail: Sara.Lyons@nrc.gov

(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.

(End of Clause)