

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 86	
2. CONTRACT (Proc. Inst. Ident.) NO. 31310018D0002				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ZEROREQ-NMSS-17-0071	
5. ISSUED BY CODE NRCHQ US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		6. ADMINISTERED BY (If other than Item 5) CODE SCD-C					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA RD SAN ANTONIO TX 782385166				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 007936842		FACILITY CODE					
11. SHIP TO/MARK FOR CODE NRCHQ NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001		12. PAYMENT WILL BE MADE BY CODE NRCPAYMENTS FISCAL ACCOUNTING PROGRAM ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328 PARKERSBURG WV 26106-1328					
13. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (3)				14. ACCOUNTING AND APPROPRIATION DATA To be provided on a task order basis			
15A. ITEM NO	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$4,999,476.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>NRC-HQ-50-17-R-0002</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER MONIQUE B. WILLIAMS			
19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY (Signature of the Contracting Officer)		20C. DATE SIGNED 03/30/2018	

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SECTION B - Supplies or Services/Prices

B.1 BRIEF DESCRIPTION OF WORK ALTERNATE I

(a) The title of this project is: Enterprise Wide Contract for the Center for Nuclear Waste Regulatory Analyses (CNWRA) Work-For-Others (WFO) Technical Assistance and Research (TA&R) Support of Activities under the Responsibility of the Nuclear Regulatory Commission's (NRC) Program Offices

(b) Summary work description: This Enterprise Wide Contract is for the CNWRA to provide, within its special competency areas, technical assistance and research (TA&R) support to NRC program offices in performing and accomplishing their mission, programs and activities related to both the front and back end of the nuclear fuel cycle. Work associated with high-level waste is carried out under the Charter Contract.

(c) Orders will be issued for work in accordance with FAR 52.216-18 – Ordering.

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT (AUG 2011)

(a) The total ceiling of this contract for the products/services under this contract is [REDACTED] (base period). The amount will increase as follows, upon exercise of any option periods.

Option Period 1:	[REDACTED]
Option Period 2:	[REDACTED]
Option Period 3:	[REDACTED]
Option Period 4:	[REDACTED]
Total:	\$4,999,476

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The minimum guarantee under this contract is [REDACTED]. The minimum guarantee is obligated on Task Order 1.

(d) The obligated amount for this contract is \$0.00. All funding obligations will be made at the Task Order level.

(e) A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

B.3 PRICE/COST SCHEDULE

The following price schedule will be completed at the task order level.

DESCRIPTION	ESTIMATED COST
Labor	\$
Subcontractor Costs	\$
Travel	\$
ODC	\$
SUBTOTAL	\$
Indirect Cost Pool (includes G&A, Fringe, Overhead and Material Handling)	\$
SUBTOTAL	\$
Fixed-Fee	\$
TOTAL	\$

SECTION C - Description/Specifications

STATEMENT OF WORK

C.1 BACKGROUND

SwRI/CNWRA

Since 1987, SwRI's CNWRA has been NRC's sponsored federally funded research and development center (FFRDC). The CNWRA performs project work required by the NRC within its purpose, mission, scope, and special competencies as described in the Charter Contract and in accordance with 48 C.F.R. (FAR) 6.302-3(a)(2)(ii). In addition to this work, the CNWRA may, as approved by NRC, perform work for others [federal or commercial organizations/entities], or NRC program offices, within its special competencies, consistent with the provisions of the Federal Acquisition Regulation (FAR) Subsection 35.017 and procedures for authorization and conduct of such work, as set forth in the, Procedures for Using the CNWRA for Work for the NRC and Others within Its Areas of Special Competency," under the Charter Contract. All work must meet the following criteria:

1. The requested work is within the domain of one of the Center's "special competency" areas, consistent with FAR Subsection 35.017-3.
2. The requested work has undergone an organizational conflict of interest (OCOI) review, and a determination made that the conduct of the proposed work complies with NRC's OCOI requirements. (The NRC staff will conduct the OCOI review and the Contracting Officer issues the resulting determination.)
3. The requested work will not negatively impact the long-term stability of staff and funding at the Center and would, preferably, increase that stability. The expertise, including labor hours and other resources required to conduct the work, should be delineated.
4. The requested work would not materially reduce the effectiveness of the Center in carrying out its primary mission to provide support to NWP work (i.e., would not significantly impact costs, scope, or schedule of NWP work assigned to the Center by NRC).
5. The requested work would maintain capabilities, technologies, management methods, and technical expertise of importance for NRC and its mission.

NRC Program Offices

TA&R is primarily identified for (but not limited to) the following NRC program offices: (1) The Office of Nuclear Material Safety and Safeguards (NMSS); (2) The Office of New Reactors (NRO); (3) Office of Nuclear Reactor Regulation (NRR); (4) Office of Nuclear Security and Incident Response (NSIR); and (5) The Office of Nuclear Regulatory Research (RES).

NMSS

NMSS is responsible for regulating activities which provide for the safe and secure production of nuclear fuel used in commercial nuclear reactors; the safe storage, transportation and disposal of high-level radioactive waste and spent nuclear fuel; and the transportation of radioactive materials regulated under the Atomic Energy Act of 1954, as amended. NMSS implements a regulatory program involving activities including licensing, inspection, and assessment of licensee performance, events analysis, enforcement, and identification and resolution of generic issues. NMSS develops and implements NRC policy for the regulation of: fuel fabrication and development; transportation of nuclear materials, including certification of transport containers, and reactor spent fuel storage; and, safe management and disposal of spent fuel and high-level radioactive waste. NMSS has lead responsibility within NRC for domestic and international safeguards policy and regulation for fuel cycle facilities, including material control and accountability (MC&A). The Office is also responsible for regulation and licensing of recycling technologies intended to reduce the amount of waste to be disposed through geologic disposal and to reduce proliferation concerns since the technologies do not produce separated plutonium. NMSS creates and maintains the regulatory infrastructure to support the agency's role in licensing a reprocessing facility and a related fuel fabrication facility and vitrification and/or waste storage facility. The office develops, implements and oversees the regulatory framework for industrial, commercial, and medical uses of radioactive materials, uranium recovery activities and the decommissioning of previously operating nuclear facilities and power plants. In addition, NMSS conducts extensive environmental assessments in support of these regulatory functions. NMSS provides the groundwork for and prepares NRC to perform its regulatory role for new, expanded, and modified commercial fuel cycle facilities which may include recycling, transmutation and actinide burning.

NRO

NRO is responsible for accomplishing key components of the Nuclear Regulatory Commission's nuclear reactor safety mission for new reactor facilities licensed in accordance with 10 CFR Part 52. As such, NRO is responsible for regulatory activities in the primary program areas of siting, licensing and oversight for new commercial nuclear power reactors, to protect the public health, safety, and the environment and to promote the common defense and security. NRO works with the regions and other offices to accomplish the agency mission.

NRR

NRR is responsible for accomplishing key components of the NRC's nuclear reactor safety mission. As such, NRR conducts a range of regulatory activities in four primary program areas to protect the public health, safety, and the environment. All NRR staff directly or indirectly support the major programs of rulemaking, licensing, oversight, and incident response for two significant classes of licensees: those using commercial power reactors and those using test and research reactors. The structural basis for NRR's actions is grounded in the reactor rulemaking program. This regulatory framework includes risk-informing the regulations to maintain our safety focus while enhancing regulatory effectiveness and efficiency, developing regulatory guidance for licensees, evaluating petitions for rulemaking from members of the public, and identifying regulatory policy issues to the Commission. The licensing program includes processing licensing actions for individual plants, licensing reactor operators, reviewing licensee responses to identified safety issues, evaluating the safety implications of generic approaches to safety issues by reactor vendor groups, decommissioning plants at the end of their licenses, and approving risk-informed revisions to plant technical specifications for both the

commercial power reactor and test and research reactor communities. The oversight program provides ongoing monitoring of reactor safety performance to ensure compliance with and the adequacy of NRC regulations and licenses.

NSIR

NSIR develops overall agency policy and provides management direction for evaluation and assessment of technical issues involving security at nuclear facilities, and is the agency safeguards and security interface with the Department of Homeland Security (DHS), the Intelligence and Law Enforcement Communities, Department of Energy (DOE), and other agencies. NSIR develops emergency preparedness policies, regulations, programs, and guidelines for both currently licensed nuclear reactors and potential new nuclear reactors. Provides technical expertise regarding emergency preparedness issues and interpretations, conducts and directs the NRC program for response to incidents, and is the agency emergency preparedness and incident response interface with the DHS, Federal Emergency Management Agency (FEMA) and other Federal agencies.

RES

RES furthers the regulatory mission of the NRC by providing technical advice, technical tools, and information for identifying and resolving safety issues, making regulatory decisions, and promulgating regulations and guidance. RES conducts independent experiments and analyses, develops technical bases for supporting realistic safety decisions by the agency, and prepares the agency for the future by evaluating safety issues involving current and new designs and technologies. RES develops its program with consideration of Commission direction and input from the program offices and other stakeholders.

C.2 OBJECTIVE

The objective of this enterprise wide contract is for the CNWRA to provide, within its special competency areas, TA&R support to NRC program offices in performing and accomplishing their mission, programs and activities as described above. On a task-ordering basis, the NRC will place projects within one or more of the CNWRA's identified special competencies set forth in Section 3, related to both the front and back end of the nuclear fuel cycle. Work associated with high-level waste is carried out under the charter contract.

C.3 SCOPE OF WORK

Within its area(s) of special competency, CNWRA technical assistance will support aspects of NRC's (1) "Nuclear Reactor Safety Program," which includes (NRC business lines) "New Reactors," and "Operating reactors;" and (2) "Nuclear Materials and Waste Safety Program," which includes (NRC business lines) "Fuel Facilities," "Spent Fuel Storage and Transportation," "Nuclear Materials Users," and "Decommissioning and Low-level Waste" activities that do not fit within the scope the CNWRA's Charter (See CNWRA Contract NRC-HQ-12-C-02-0089, Attachment 3), and therefore do not relate to high-level waste activities. However, the work must relate to one or more of the CNWRA's special competencies set forth below.

1. Systems Engineering and Integration, including Technical Support for Regulatory Analysis

TA&R under this area may include, but is not limited to: (1) systems engineering and integration applied to fuel cycle programs such as reprocessing and advanced fuel development programs and interim storage systems and subsystems performance, from NRC's regulatory perspective; (2) integration of multi-disciplinary technical reviews, analytical and strategic planning studies, technical support for regulatory analyses, including development and application of a regulatory analysis methodology, including confirmatory analyses; (3) development of regulations and standard review plans; (4) integration and assurance of consistency in all Center activities; and suggestions and recommendations relative to the integration of activities involving multiple disciplines and organizational units; (5) review and preparation of environmental documentation; (6) development and application of regulatory tools, such as, models, codes and performance confirmation methodologies; and (7) performing analyses of policy, environmental, socio-economic, institutional, and legal matters applied to issues for NWP waste management and integrated spent nuclear fuel regulatory activities.

Tasks may involve technical disciplines and experience in areas such as operations research and analysis, regulatory analysis, systems engineering, systems integration, and strategic analysis and planning. In addition, work in this area draws on subject matter expertise from various other areas of special competency.

2. Near-Term and Long-Term Performance of Geologic Setting

TA&R under this area may include, but is not limited to: (1) site characterization review and evaluation of technical issues associated with geologic stability and near-term and long-term isolation provided or assisted by the geologic setting of a repository; (2) evaluation of natural hazards; (3) siting of interim storage facilities; (4) review and evaluation of selected plans and reports, and technical feasibility assessments involving fuel cycle activities other than high-level waste; (5) application of specialized capabilities related to radiological chemical contaminants in groundwater systems, investigation of geochemical parameters and processes, environmental sciences, remote sensing, and geographic information systems, and thermodynamic properties of natural and synthesized minerals, and evaluation of inadvertent human intrusion; and (6) development and application of licensing and confirmation tools, such as, models, codes, and performance confirmation methodologies.

Tasks involve technical disciplines in earth sciences, such as surface water hydrology, saturated and unsaturated groundwater hydrology, geomorphology, seismology, geophysics, stratigraphy, structural geology, geochemistry, solute transport, natural resource analysis, meteorology/climatology, tectonics, volcanology and utilizing 3-D computer models to both visualize and calculate the behavior of underground structures in fractured rock, faulted regions under variable stress conditions, saturated and unsaturated flow systems, and the distribution and variability of geochemical parameters and processes and remote sensing and geographic information systems. Tasks in the regulatory analysis support areas may involve aspects of site stability, evaluation of the effects of changing geochemical conditions on waste containment systems for hazardous materials or hazardous material waste forms, analysis of groundwater flow, and evaluation of the potential for the movement or release of hazardous chemical or radioactive constituents through the geosphere.

3. Near-Term and Long-Term Performance of Engineered Barrier System

TA&R under this area may include, but is not limited to: (1) review and evaluation of technical, radiological health and safety issues and design considerations associated with near-term and long-term isolation and containment of waste materials within the engineered barrier system of a geologic repository and other fuel cycle facilities; (2) designs and operation of interim storage facilities; (3) review and evaluation of selected plans and reports; (4) review and evaluation of the effects of adverse thermal and environmental conditions on engineered barriers and waste forms; and (5) development and application of licensing tools, such as, models, codes, and performance confirmation methodologies. Tasks involve technical disciplines in areas such as chemical engineering, civil engineering, geotechnical engineering, mining engineering, nuclear engineering, electrochemistry, waste form behavior, material life prediction, reliability, materials science, glass sciences, corrosion engineering, manufacturing technology for metals, ceramic processing, geochemistry, rock mechanics, and probabilistic risk assessment, and criticality.

4. Interim and Extended Storage Facility Design, Construction and Operation

TA&R under this area may include, but is not limited to: (1) review and evaluation of technical issues, design considerations, and human reliability issues associated with the licensing, construction, and operational performance, including radiological protection aspects, of interim storage facilities; (2) laboratory and field research related to the stability of underground openings; and (3) development and application of licensing tools, such as, models, codes, and performance confirmation methodologies.

Tasks involve technical disciplines in geotechnical engineering, mining engineering, health physics, structural analysis, seismic design, surface-water hydrology, nuclear engineering, human reliability assessment, risk assessment, and operational safety assessment.

5. Regulatory Analysis Support

TA&R for regulatory analysis tasks may be assigned in areas that include, but are not limited to the following: (1) emerging areas where analysis, development of calculation methodologies, or other exploratory work is needed to evaluate areas of high sensitivity to safety or risk; (2) evaluation of the results of regulatory analysis support conducted by NRC, DOE, their contractors, and others; and (3) new topics that may result from interactions with review or oversight groups and or appropriate advisory committees such as, the Nuclear Waste Technical Review Board, the Advisory Committee on Reactor Safeguards, and the National Research Council of the National Academies. Work in this area will consider the ongoing investigation of potential repository site(s) by DOE, the State, and other parties, the regulatory program of the NRC, and rule-making and related activities of the Environmental Protection Agency. TA&R shall be conducted, as necessary, in each of the broad areas of geologic setting; engineered barrier systems; interim storage and transportation; repository design, construction and operations; performance assessment; performance confirmation; environmental assessment; and related disciplines.

6. Public Outreach Support (Note: Work supporting this special competency must also be aligned with and support one or more of the other special competencies)

TA&R under this area may include, but is not limited to providing qualified facilitator services to coordinate and facilitate public meetings and workshops to collect input and feedback from external stakeholders and members of the public; assisting NRC staff in planning, coordinating, and documenting these public meetings and workshops with external stakeholders and members of the public; and support to other public outreach efforts.

Tasks may include assisting NRC staff in identifying presentation topics, reviewing draft and final NRC presentations, developing meeting and workshop agendas, preparing handouts, documenting the results of public meetings and workshops, participating in presentation dry runs to ensure that public meetings and workshops are conducted effectively, identifying meeting and workshop participants across the broad range of interests affected by the issues (e.g., rulemaking), identifying issues that are important to the participants for purposes of meeting and workshop agenda building; and ensuring that all meeting and workshop participants receive all materials before the meeting and workshop, including background material, agenda and participant lists.

7. Environmental Review Activities

TA&R under this area may include, but is not limited to: (1) review (and development, if requested) of draft, final and supplementary Environmental Impact Statements (EISs) and Environment Assessments (EAs) for proposed NRC-licensed interim storage facilities, reprocessing rulemaking support, and other activities under NWPAs that may require such statements or assessments; and (2) preparation of comments documenting those reviews. Tasks would involve technical disciplines in areas such as environmental science and engineering; geosciences; cultural, natural, and economic resources; land use; dose and risk assessment; transportation; environmental justice; and socio-economics.

8. External Quality Assurance

TA&R under this area may include, but is not limited to: (1) performing observation(s) and audit(s) of DOE or other licensees under the NWPAs; (2) conducting quality assurance on-site visits and verifications; (3) providing expert advice to NRC staff on updates of the QA Review Plan and technical positions on quality assurance; and (4) reviewing DOE or other licensee management control documents and revisions to previously approved quality assurance plans for program participants/contractors.

Tasks may involve technical disciplines and experience in areas such as quality assurance, quality control, quality engineering, statistical process control, and trend analysis. Depending on the nature of assignments, work in this area may draw on subject matter expertise from various other areas of special competency.

9. Interim Storage and Transportation

TA&R under this area may include, but is not limited to: (1) review and evaluation of technical issues and design considerations associated with the licensing of NWPAs-related spent fuel storage casks and facilities and the certification of NWPAs-related transportation

packages, including certification of spent fuel transport packages and spent fuel storage cask designs, to be used as part of the DOE or other transport, aging and disposal (TAD) spent fuel management program; (2) review and evaluation of selected DOE or other NWPA-related plans and reports; (3) technical feasibility assessments; (4) policy issues, strategic planning studies, as well as environmental, socio-economic, institutional and legal analyses applied to NWPA waste transportation issues and the waste management program, and (5) assistance in public outreach and communication activities.

Tasks involve technical disciplines in areas such as risk assessment; civil, geotechnical, materials, mechanical, nuclear, and structural engineering; route planning; accident analyses; and modeling. Activities under this program area include, but are not limited to: (1) review and evaluation of related DOE or other NWPA-related plans and reports; (2) independent studies on related topics to support NRC evaluations and decisions; and (3) analysis of related policy issues.

C.4 TASK ORDER PROGRAM SUPPORT AREAS

Task orders will be organized by NRC “product lines.” Further, the scope of work of each task order will provide technical assistance support for projects that are associated with one of the following NRC “Product Lines” (provided the work relates to one or more of the CNWRA’s special competencies):

4.1 Licensing Product Line

CNWRA technical assistance work may include, but not be limited to supporting the following products (provided the work relates to one or more of the CNWRA’s special competencies):

4.1.1 Advanced Reactors - Technical assistance to NRC staff (related to one or more of the CNWRA’s special competencies) for the licensing, technical review and regulatory activities associated with advanced reactors. This includes all efforts to support pre-application review, design certification review, and license application review activities. Also supports the resolution of generic policy and technical issues associated with advanced reactors. This includes the infrastructure related activities such as guidance development and rulemakings.

4.1.2 Combined Licenses – Technical assistance to NRC staff (related to one or more of the CNWRA’s special competencies) for the review of combined license (COL) applications including environmental review work (excluding early site permits under Part 52 subpart A, which are addressed separately [See 4.1.4]). All efforts associated with judges hearing and deciding petitions by interveners and licensees concerning public health, safety, and environmental issues arising out of the applications for combined operating licenses. All efforts associated with legal advice to the staff and Commission in connection with combined license applications.

4.1.3 Design Certification - Technical assistance to NRC staff (related to one or more of the CNWRA’s special competencies) for the review of nuclear power plant designs, independent of an application to construct or operate a plant.

4.1.4 Early Site Permits - Technical assistance to NRC staff (related to one or more of the CNWRA’s special competencies) for the review of early site permit applications under 10 CFR 52. The review examines site safety, environmental protection, and emergency preparedness issues for a site, independent of a specific nuclear plant review. Products include a draft and final Safety Evaluation Report and a Draft and Final Environmental Impact Statement. Efforts include support for public hearings on the permit application in accordance with 10 CFR 52.21,

and inspection of site activities.

Litigation support for all efforts associated with adjudications of petitions by intervenors and licensees concerning public health, safety, and environmental issues arising out of the applications for early site permits. Technical assistance for all efforts associated with supporting the review of early site permits including responses to anticipated contentions.

4.1.5 Emergency Preparedness - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) associated with emergency preparedness regulation, licensing, and regulatory infrastructure and the review of licensees' applications for approval of new licenses, amendments, or modifications to their operating license. Includes activities associated with development of generic communications, intergovernmental and public meetings, and associated outreach activities, safety, emergency planning and safeguards reviews of new applications, amendments and renewals of spent fuel storage cask designs and independent spent fuel storage installations. Includes International cooperation and coordination activities.

4.1.6 Licensing Actions - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) that is related to operating reactors associated with the review of licensees' applications for approval of new licenses, amendments, or modifications to their operating license. Also, technical assistance related to new reactors and nuclear materials users related to efforts associated with amendments to COL licenses during construction. In addition, technical support related to efforts associated with the review of licensees' applications for approval of amendments/modifications to operating licenses of fuel cycle facilities.

4.1.7 Licensing Support – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for efforts associated with licensing activities not included in Licensing Actions (above). Examples include: (1) docket-specific: controlled correspondence, (2) technical support to NRC regional offices, (3) bulletin and generic letter follow-up (i.e., topical reports in response to a generic communication), and (4) technical assistance to NRC staff in reviews of material submitted or presented by licensees during meetings in support of a future licensing actions. These activities include technical assistance to NRC staff for review of amendments and other licensing actions that impact facilities under construction but not yet in operation.

4.1.8 Pre-Application Reviews – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities intended to identify issues which should be addressed in design certification application, major safety issues that could require Commission policy guidance, major technical issues that the staff could resolve under existing regulations or NRC policy, and research needed to resolve identified issues before an application is submitted.

4.1.9 Fukushima/Japan Lessons Learned – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with actions to enhance safety at U.S. nuclear reactors following the FY 2011 – FY 2012 Japan Lessons Learned/review activities the recommendations of the Near Term Task Force review, and the subsequent NRC orders and regulations.

4.1.10 License Renewal – Technical assistance to NRC staff support (related to one or more of the CNWRA's special competencies) for efforts related to: (1) the review of applications for the renewal of existing reactor licenses for compliance with safety (10 CFR Part 54) and

environmental (10 CFR Part 51) requirements, and (2) review SAMA aspects of license renewal applications.

4.1.11 Research and Test Reactors – Technical assistance to NRC staff support (related to one or more of the CNWRA's special competencies) for efforts related to the conduct of license reviews for research and test reactors. Also includes support to efforts related to generic licensing and inspection program oversight for non-power reactors. Also includes technical assistance to NRC staff for efforts related to decommissioning reviews, administering exams and issuing operator licenses.

4.1.12 Generic Issues – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) using M.D. 6.4 for the identification and resolution of generic safety and security issues, including issues that have significant generic implications related to safety or security which cannot be more effectively resolved by other regulatory programs or processes.

4.1.13 Environmental Reviews – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for decommissioning and low level waste activities related to the performance of environmental reviews for fuel facilities including decommissioning plans and financial assurance reviews.

4.1.14 Transportation Certification – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for efforts associated with the review of licensees' applications for approval of new licenses, amendments, or modifications to their operating license. Includes safety and safeguards reviews of new applications, amendments and renewals of radioactive material transportation packages.

4.1.15 Storage Licensing – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for efforts associated with the review of licensees' applications for approval of new licenses, amendments, or modifications to their operating license. Includes safety, emergency planning and safeguards reviews of new applications, amendments and renewals of spent fuel storage cask designs and independent spent fuel storage installations.

4.1.16 Decommissioning Environmental Reviews – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with power reactors, research and test reactors, complex materials sites, and fuel facilities undergoing decommissioning. Also includes environmental reviews for materials applicants/licensees, and spent fuel and transportation certifications.

4.1.17 Decommissioning Licensing Actions - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with the review of licensees' applications for approval of new licenses, amendments, or modifications to their operating license. Including project management and licensing reviews associated with power reactors, research and test reactors, complex materials sites, and fuel facilities undergoing decommissioning. Efforts associated with the review and resolution of technical and policy issues. Including licensing guidance development and program improvement activities.

4.1.18 Uranium Recovery Environmental Reviews – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with the review of licensees' applications for approval of new licenses, amendments, or modifications to their operating license. Including environmental reviews for new, restart, and expansion of uranium recovery facilities.

4.1.19 Uranium Recovery Licensing Actions – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with the review of licensees' applications for approval of new licenses, amendments, or modifications to their operating license. Including project management and licensing reviews associated with uranium recovery facilities, safety review of new, restart and expansion of uranium recovery facilities.

4.2 Oversight Product Line

CNWRA technical assistance work may include, but not be limited to supporting the following products (provided the work relates to one or more of the CNWRA's special competencies):

4.2.1 Construction Inspection – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with the construction inspection program including that supports specific needs associated with verifying successful completion of inspection tests, analyses, and acceptance criteria.

4.2.2 Emergency Preparedness - Same as 4.1.5.

4.2.3 Event Evaluation - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with the screening and evaluation of event reports and other source information for safety significance, generic implications, and further regulatory action. Including generic issues follow up/coordination, generic communications, data analysis, incident response, protective measures, team activities, updating of the Human Factors Information System (HFIS), and orphan source activity.

4.2.4 Research and Test Reactor Inspections – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with providing technical expertise devoted to the inspection of non-power reactors which include test, research, and university facilities.

4.2.5 Generic Issues - Same as Section 4.1.12.

4.2.6 Inspection - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for inspection-related activities associated with the safety performance of operating reactors. Also support to inspection-related efforts in the safety performance of nuclear facilities associated with spent fuel storage and transportation. Includes routine health, safety and safeguards inspections of storage and transport cask designers, vendors and fabricators. Also includes inspections of spent nuclear fuel transport and decommissioning ISFSI operations, support of regional spent nuclear fuel inspections, and as needed, security assessments. In addition, support to inspection-related efforts in the safety performance of nuclear facilities associated with nuclear materials users, including conducting routine health and safety inspections and closeout inspections of materials licensees, maintenance of inspection program guidance, implementation of GAO action plan recommendations, and program office external safety culture activities. Further, support to inspection-related efforts in the safety performance of nuclear facilities. Including inspection of power reactors, research and test reactors, complex materials sites, and fuel facilities undergoing decommissioning, inspection of uranium recovery facilities, maintaining inspection program guidance, and external safety culture activities. Finally, support to inspection-related efforts in the safety performance of nuclear facilities including baseline and reactive inspections at fuel facilities; support for oversight activities with technical and licensing expertise.

4.2.7 Low-Level Waste Regulation and Oversight – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities for development of Low-Level Waste (LLW) policy and guidance, interactions with the States on LLW issues, pre-licensing consultation, and reviews of requests for onsite disposal of LLW.

4.2.8 Waste Incidental to Reprocessing – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with non-HLW determinations for the Savannah River Site and the Idaho National Laboratory, and monitoring those facilities under the Ronald Reagan National Defense Authorization Act of FY 2005.

4.3 Rulemaking Product Line

CNWRA technical assistance work may include, but not be limited to supporting the following products (provided the work relates to one or more of the CNWRA's special competencies):

4.3.1 Emergency preparedness - Same as Section 4.1.5.

4.3.2 Rulemaking – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with each individual rulemaking (regulatory basis, proposed, and final rule). Includes, as applicable, support for other optional rulemaking process phases (e.g., advanced notice of proposed rulemaking, rulemaking plan, etc.), as well as other rulemaking processes (e.g., direct final rule, administrative rule, etc.). Specific support activities include rulemaking and associated guidance documentation and coordination, technical, and administrative support for rulemaking working groups; and hosting public meetings. Excludes any licensing, inspection, or enforcement actions associated with rulemaking, as well as any safety review associated with a design certification (e.g., new reactor designs) or a certificate of compliance (e.g., spent fuel cask designs), which are addressed under other product lines.

4.3.3 Rulemaking Support – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for rulemaking-related activities not associated with an individual rulemaking (excluding rulemaking activities covered under Section 4.1 Paragraph 9, Fukushima NTTF). Specific support activities include evaluating and documenting an agency decision on a petition for rulemaking, regulatory analyses not related to a specific rulemaking, maintenance of and improvements to the rulemaking process and infrastructure (e.g., updating rulemaking procedures policy and procedures, rulemaking process improvement and streamlining, and developing policy to address cumulative effects of regulation), attending rulemaking coordinating committee meetings and supporting related working group activities, supporting rulemaking reports (e.g., Rulemaking Activity Plan, Unified Agenda, etc.), and supporting agency rulemaking-related requests for information .

4.4 Research Product Line

CNWRA technical assistance work may include, but not be limited to supporting the following products (provided the work relates to one or more of the CNWRA's special competencies):

4.4.1 Advanced Reactors Research – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities associated with design certification and pre-application review activities for non-LWR reactor designs. Includes support to technical development activities to support the review of non-LWR designs. This includes the development of expertise, tools, and data to support the certification review of non-LWR designs in areas such as thermal hydraulics, severe accidents, nuclear analysis, probabilistic risk assessment, human performance, materials performance, and seismic/structural analysis.

4.4.2 New Reactor Research – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities associated with design certification and pre-application review activities for LWR designs. Also includes support to technical development activities to support the review of LWR designs. This includes the development of expertise, tools, and data to support the certification review of LWR designs in areas such as thermal hydraulics, severe accidents, nuclear analysis, probabilistic risk assessment, human performance, materials performance, and seismic/structural analysis.

4.4.3 Long Term Research – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities that are identified in NRC's Long-Term Research Plan.

4.4.4 Reactors Research - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities to ensure that regulations and regulatory processes have sound technical bases and that bases are refined as new knowledge develops; prepare for changes in the nuclear that could have safety implications; develop improved methods to carry out regulatory responsibilities; and maintain an infrastructure of expertise, facilities, analytical capabilities, and data/computer codes to support regulatory decisions. The research program supports the agency's Reactor Oversight Program.

4.4.5 Consequence Analysis and Health Effects - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities that provides tools, models, data, methods and guidance for risk-informing regulatory approaches. Also includes activities to develop more realistic assessments of health effects from occupational and public exposure to ionizing radiation, including monitoring licensee performance in meeting ALARA objectives. Also includes research activities to support emergency preparedness and incident response (including training and drills). Supports the development of tools to enhance the preparation and response capabilities of the NRC Operations Center, and homeland security activities.

4.4.6 Fire Safety Research - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities to resolve outstanding licensing issues and support the reactor oversight program. Specifically, research to (1) advance fire risk analysis methods, tools and data; (2) improve the understanding of fire model uncertainties and limitations; (3) perform confirmatory testing on fire barriers and associated circuits; and (4) support the development of regulatory guidance.

4.4.7 Operational Events Analysis – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities to address the identification and resolution of generic safety issues and maintenance of the Generic Safety Issues Program. Also, research activities to evaluate the risk associated with nuclear power plant operational events and conditions. Provides ongoing support for the Significance Determination Process (SDP) and Reactor Oversight Program (ROP) evaluations.

4.4.8 Materials Performance - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities to address 1) environmentally assisted cracking of reactor pressure boundary components and vessel internals to verify that degradation of these components will not adversely impact the ability to shut down and cool the reactor core; 2) in-service inspection effectiveness and reliability in order to detect degradation of primary system components prior to the impairment of structural integrity; and 3) steam generator tube integrity to ensure understanding of the nature and effects of in-service

degradation methods, the effectiveness and reliability of current and potential new inspection techniques, and the accuracy of predictive methods.

4.4.9 Reactor Safety Codes and Analysis – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities that address the development maintenance and improvement of thermal-hydraulics, fuel behavior, severe accident, and neutronics codes in a wide range of regulatory activities.

4.4.10 Risk Analysis - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities to support the reactor oversight program and licensing review. Specifically, research to (1) advance human reliability analysis methods, tools and data; (2) support the development of regulatory guidance in fitness for duty and safety culture; and (3) support the evaluation of human machine interface for advanced control room designs.

4.4.11 Seismic and Structural - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities related to structural and earthquake engineering issues, such as emerging safety issues, burden reduction initiatives, and the adequacy of safety margins.

4.4.12 Generic Issues - Same as Section 4.1.12,

4.4.13 Japan Lessons Learned - Same as Section 4.1.9.

4.4.14 Fukushima - Same as Section 4.1.9.

4.4.15 Materials Research – Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for research activities to associated with the review of license applications (new licenses, amendments, renewals, reviews, project management, ISA support, and terminations) and oversight of nuclear fuel cycle facilities. Also, support research activities associated with the development of probabilistic risk assessment tools and guidance to risk-inform materials licensee regulatory processes. Also, support research activities that examine data on radiation exposure and provide updated tools to support radiation dose assessments. This supports the need to enhance and update radiation protection standards to reflect new information and Commission direction.

4.5 Generic Home Land Security Product Line

CNWRA technical assistance work may include, but not be limited to supporting the following products (provided the work relates to one or more of the CNWRA's special competencies):

4.5.1 Generic Home Land Security - Technical assistance to NRC staff (related to one or more of the CNWRA's special competencies) for activities associated with Non plant-specific, nor associated with a class of licensees, security-related aspects of programs associated with regulation, licensing, inspection, and oversight. This includes activities related to intergovernmental coordination and communication regarding intelligence, threat demographic data, etc., and non-IT information security activities. Also includes coordination and exchange of information between local, state, and federal agencies on security-related matters, as well as international activities involving security matters reviews.

C.5 Technical Disciplines and Specialized Technical Areas

Because of the specialized nature of the work, the CNWRA will have to demonstrate that the work is related to one or more of the CNWRA's special competencies, and its ability to provide qualified personnel for each task order. It is anticipated that one or more of the technical skills listed below will be needed to execute the individual task orders under this contract.

1. Nuclear Engineering

- Criticality/Safety
- Fluid Systems Engineering
- Nuclear Fuel/Fuel Development
- Nuclear Systems Safety
- Reactor Safety
- Safety Analyst
- Systems Engineering

2. Mechanical Engineering

- Dynamic Sys Analysis (LOCA)
- Fluid Dynamics
- Mechanical Systems
- Vibration Analysis

3. Electrical Engineering

- Digital Instrumentation & Controls
- Electrical Power Systems Engineer
- I & C Engineer
- Plant Instrumentation
- Vibration Monitoring

4. Fire Protection

- Fire Protection Engineer

5. Structural/Civil Engineering

- Construction Inspection Engineer
- Failure Analysis
- Fracture Mechanics
- Structural Analysis

6. Seismic

- Geotechnical
- Earthquake Engineering
- Seismology

7. Environmental

- Air Quality
- Aquatic Biology
- Aquatic Ecology
- Archaeology
- Atmospheric Dispersion
- Environmental Justice Expert
- Geochemistry

Geographical Information Systems
Geology
Geophysics
Hydrology
Land Use
Meteorology
Rock Mechanics
Socio-economy
Soil Sciences
Terrestrial Ecology

8. Radiation Protection and Health Physics

Dose Assessment
Radiochemist
Radiological Engineer

9. Thermal Hydraulics

10. Security

Blast Analyst
Controlled Substance Specialist
Cyber security Specialist
Drug Laboratory Specialist
Explosive Expert
Pharmacological Scientist
Physical Protection Specialist
Physical Security Plan Specialist
Special Nuclear Material Security Specialist
Stand-Off Specialist
Substance Abuse Expert
Weaponeer

11. Emergency Preparedness

Emergency Preparedness Specialist
Emergency Response Coordinator

12. Materials Performance

Corrosion & Fatigue
Containment Systems
Industry Codes & Standards
Materials Engineer
Metallurgy
Nondestructive Evaluation
Structural Materials

13. Severe Accidents

Accident Analysis Expert

14. Risk Analysis (PRA)

Risk and Reliability Analyst

15. Human Factors/Human Reliability Analysis (HRA)

16. All Other

Chemical Engineer
Cultural Resources
Document Specialist
Equipment Qualification Engineer
Evacuation Time Estimates
Financial Rulemaking
Fuel Cycle
Fuel Handling Systems
General Engineer
General Scientist
Industrial Engineering
IT Specialist/Computer Science
Mining Engineering
Natural Phenomenon
Planner
Public Outreach/Stakeholder Engagement
Quality Assurance
Reactor Engineer
Reactor Operations Engineer
Reactor Physicist
Regulatory Analysis
Scheduler
Site Characterization
Systems Modeling
Technical Editor
Transportation

C.6 DELIVERABLES

Each task order will specify all reporting requirements and deliverables.

C.7 MEETINGS AND TRAVEL

Each task order will specify any meetings or travel required for performance of the project(s) detailed in the statement of work. The Contractor shall obtain approval from the COR prior to conducting any travel during the task order period of performance. The contractor will be authorized travel expenses consistent with the Federal Travel Regulation (FTR) and the limitation of funds in the task order.

C.8 NRC FURNISHED MATERIALS

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC Furnished Materials Section of each task order statement of work. The Contractor will identify any additional NRC Furnished Materials that are needed. The COR will determine whether the NRC Furnished Materials will be provided by NRC or obtained directly by the Contractor from the Agency wide Document Access Management System (ADAMS), the NRC Public Document Room, or the NRC public web site.

C.9 LICENSE FEE

Task orders placed under this contract may be either license fee-recoverable or non-license fee recoverable. Individual Task Orders will specify whether license fee recovery is applicable. Any special reporting requirements related to fee-recoverable work will be specified for each task order, when applicable.

SECTION D - Packaging and Marking

D.1 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 [name of office that funded the task order], under Contract Number 31310018D0002.

(End of Clause)

D.2 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 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT.	(APR 1984)

E.2 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.

Contract Deliverables:

NRC will specify deliverables and delivery schedule within each task order. The format and due date of the deliverables will be determined on a case-by-case basis.

(End of Clause)

E.3 QUALITY ASSURANCE

All work (e.g., data collection, analyses, computations, methods, etc.) conducted under this contract shall be performed in accordance with an accepted quality assurance program addressing the criteria of 10 CFR Part 50, Appendix B, 10 CFR Part 71, Subpart H, 10 CFR Part 72, Subpart G, and other NRC requirements as may apply to the specific task order scope of work, as appropriate, applicable to regulatory analysis support and technical assistance, and the applicable requirements of ANSI/ASME NQA-1-1986. The program shall be established, implemented, and maintained as specified in a documented quality assurance manual, plans, and procedures. In addition, if standard test or calibration procedures are employed (e.g., ASTM standards), these should be cited in the program or associated implementing procedures. As appropriate, the work and results should receive exposure in the scientific community through publication of results in referenced journals, or through peer reviews, or both. All planned publications shall be submitted to NRC in accordance with Clause H.5, 2052.235-70 PUBLICATION OF RESEARCH RESULTS. (OCT 1999).

(End of Clause)

SECTION F - Deliveries or Performance

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER. (AUG 1989) - ALTERNATE I	(APR 1984)
52.247-34	F.O.B. DESTINATION.	(NOV 1991)
52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT.	(FEB 1999)

F.2 MONTHLY LETTER STATUS REPORT

The contractor shall provide a Monthly Letter Status Report (MLSR) which consists of a technical progress report and financial status report, in accordance with Attachment 3 entitled, "Monthly Letter Status Report Instructions for Contracts and Orders." 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 each task order SOW and provide status of contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary. A separate MLSR shall be prepared for each task order under this contract. If no work was performed during the prior month, the contractor shall not prepare and submit an MLSR.

(End of Clause)

F.3 PERIOD OF PERFORMANCE ALTERNATE IV

The ordering period for this contract shall commence on the effective date of the contract and will expire on the end date of the effective period. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four 1-Year Option Periods.

Base Period: March 30, 2018 – March 29, 2019

Option Period(s):

Option Period One: March 30, 2019 – March 29, 2020

Option Period Two: March 30, 2020 – March 29, 2021

Option Period Three: March 30, 2021 – March 29, 2022

Option Period Four: March 30, 2022 – March 29, 2023

(End of Clause)

F.4 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) - Refer to Individual Task Orders
- b. Contracting Officer (CO) (1 electronic copy) – Refer to Individual Task Orders

(End of Clause)

SECTION G - Contract Administration Data

G.1 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

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

Name: Caylee Kenny
Telephone Number: 301-415-7150
Email: Caylee.Kenny@nrc.gov

Name: Jin-Ping (Jack) Gwo (Alternate COR)
Telephone Number: 301-415-8736
Email: Jin-Ping.Gwo@nrc.gov

Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The 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 defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

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

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

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

(End of Clause)

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

(a) Total expenditure for travel may not exceed [REDACTED] (**Base Period**) without the prior approval of the contracting officer. The amount will increase as follows, upon exercise of any option periods.

Option Period 1:
Option Period 2:
Option Period 3:
Option Period 4:
Total:

[REDACTED]

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(End of Clause)

G.3 2052.216-71 INDIRECT COST RATES. (JAN 1993) - ALTERNATE II (OCT 1999)

(a) For this contract, the ceiling amount reimbursable for indirect costs is as follows:

Indirect Cost Pool	FY18	FY19	FY20	FY21	FY22	FY23	Allocation Base
CNWRRA/SWRI RATES	Provisional Billing Rates	Provisional Billing Rates	Provisional Billing Rates	Provisional Billing Rates	Provisional Billing Rates	Provisional Billing Rates	
Fringe Benefits							
Overhead							
G&A							
Materials Handling Burden							

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

(End of Clause)

G.4 2052.216-72 TASK ORDER PROCEDURES. (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

(End of Clause)

G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES. (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with

Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

(End of Clause)

G.6 REGISTRATION IN FEDCONNECT® (JULY 2014)

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

(End of Clause)

G.7 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)

SECTION H - Special Contract Requirements

H.1 2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or

any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

H.2 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to

assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

(End of Clause)

H.3 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.4 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

*To be specified in each respective task order issued under this IDIQ contract.

*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.5 2052.235-70 PUBLICATION OF RESEARCH RESULTS. (OCT 1999)

(a) The principal investigator(s)/contractor shall comply with the provisions of NRC Management Directive 3.8 (Vol. 3, Part 1) and NRC Handbook 3.8 (Parts I-IV) regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.

(c) The principal investigator(s) shall coordinate all such publications with, and transmit a copy of the proposed article or paper to, the NRC Contracting Officer or Project Officer, prior to publication. The NRC agrees to review and provide comments within thirty (30) days after

receipt of a proposed publication. However, in those cases where the information to be published is (1) subject to Commission approval, (2) has not been ruled upon, or (3) disapproved by the Commission, the NRC reserves the right to disapprove or delay the publication. Further, if the NRC disagrees with the proposed publication for any reason, it reserves the right to require that any publication not identify the NRC's sponsorship of the work and that any associated publication costs shall be borne by the contractor.

(End of Clause)

H.6 2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION. (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property. The contractor shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work. Thereafter, a start work order for resumption of work may be issued at the discretion of the contracting officer. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

(End of Clause)

H.7 2052.242-70 RESOLVING DIFFERING PROFESSIONAL VIEWS. (OCT 1999)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(End of Clause)

H.8 2052.242-71 PROCEDURES FOR RESOLVING DIFFERING PROFESSIONAL VIEWS. (OCT 1999)

(a) The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPVs must be

submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(b) The NRC may authorize up to eight reimbursable hours for the contractor to document, in writing, a DPV by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPV which exceeds the specified eight hour limit.

(c) Before incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. If there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.

(d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV process is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. This procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its own merits.

(f) The DPV, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

(End of Clause)

H.9 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

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

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

H.10 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)

H.11 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.

(End of Clause)

H.12 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)

All contractor employees, subcontractor employees, applicants, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed, positive drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

(End of Clause)

H.13 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.14 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, 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)

H.15 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Additional annual required online NRC training includes but is not limited to the following:

- (1) Information Security (INFOSEC) Awareness
- (2) Defensive Counterintelligence and Insider Threat Awareness
- (3) No FEAR Act
- (4) Personally Identifiable Information (PII) and Privacy Act Responsibilities Awareness

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

Contractor Monthly Letter Status Reports (MLSR) must include the following information for all completed training:

- (1) the name of the individual completing the course;
- (2) the course title; and
- (3) the course completion date.

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) the name of the individual who has not yet completed the training;
- (2) the title of the course(s) which must still be completed; and
- (3) the anticipated course completion date(s).

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

H.16 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (SEP 2013)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or an "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The Contractor must identify all individuals to work under this contract. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each of its employees, subcontractor employees and consultants, and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven (7) years; (c) record of any military courts-martial charges and proceedings in the last seven (7) years and courts-martial convictions in the last ten (10) years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven (7) years; (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven (7) years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven (7) years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two (2) copies of the signed interview record or review will be supplied to DFS/PSB with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Access National Agency Check and Inquiries (ANACI), or higher level investigation depending on the position the individual will occupy, for "L" clearances.

A Contractor employee shall not have access to classified information until he/ she is granted a security clearance by DFS/PSB, based on a favorably adjudicated investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim access approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five (5) years for "Q" clearances and every ten (10) years for "L" clearances.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed

security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to submission to the Office of Personnel Management for investigation. The individual may start working under this contract before a final clearance is granted if a temporary access determination can be made by DFS/PSB after the review of the security package. If the individual is granted a temporary access authorization, the individual may not have access to classified information under this contract until DFS/PSB has granted them the appropriate security clearance, and the Contractor has read, understood, and signed the SF 312, "Classified Information Nondisclosure Agreement." The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on DFS/PSB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E.O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the COR by telephone so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the COR who will forward the confirmation via email to DFS/PSB. Additionally, DFS/PSB must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

(End of Clause)

H.17 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR

The National Industrial Security Program Operating Manual (NISPOM) implements the provisions of E.O. 12829, "National Industrial Security Program." A company is considered to be under FOCI whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or otherwise, to direct or decide matters affecting the management or operations of that company in a manner that may result in unauthorized access to classified information or may adversely affect the performance of classified information contracts. (See NRC Management Directive 12.2 – "NRC Classified Information Security Program")

(a) For purposes of this clause, a foreign interest is defined as any of the following:

- (1) A foreign government or foreign government agency;
 - (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
 - (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
 - (4) Any person who is not a U.S. citizen.
- (b) A U.S. company determined to be under FOCI is not eligible for facility clearance (FCL). If a company already has an FCL, the FCL shall be suspended or revoked unless security measures are taken to remove the possibility of unauthorized access to classified information.
- (c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean NRC contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.
- (d) The contractor shall complete and submit and SF-328, DD-441 and DD-441-1 forms, prior to contract award. The information contained in these forms may be used in making a determination as to whether a contractor is eligible to participate in the National Industrial Security Program and have a facility security clearance.
- (e) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in SF-328, "Certificate Pertaining to Foreign Interest". Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.
- (f) In those cases where a contractor has changes involving FOCI, the NRC must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.
- (g) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information and shall require such subcontractors to submit completed SF-328, DD-441 and DD-441-1 forms prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.
- (h) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by NRC to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.
- (i) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on NRC's rights, including its rights to terminate this contract.
- (j) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause,

comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

(End of Clause)

H.18 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

H.19 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE

In accordance with Appendix III, "Security of Federal Automated Information Resources," to Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," NRC has established rules of behavior for individual users who access all IT computing resources maintained and operated by the NRC or on behalf of the NRC. In response to the direction from OMB, NRC has issued the "Agency-wide Rules of Behavior for Authorized Computer Use" policy, hereafter referred to as the rules of behavior. The rules of behavior for authorized computer use will be provided to NRC computer users, including contractor personnel, as part of the annual computer security awareness course.

The rules of behavior apply to all NRC employees, contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at <http://www.internal.nrc.gov/CSO/documents/ROB.pdf> or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement

can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually thereafter. Training on the meaning and purpose of the rules of behavior can be provided for contractors upon written request to the NRC Contracting Officer's Representative (COR).

The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

(End of Clause)

H.20 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

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

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

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

(End of Clause)

H.21 LICENSE FEE RECOVERY COSTS

Included as an attachment are Billing Instructions for license fee recovery costs. A fee recovery report must be submitted by the contractor in conjunction with its monthly invoice.

(End of Clause)

H.22 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690), codified at 21 U.S.C. 862, authorizes denial of Federal benefits such as grants, contracts, purchase orders, financial aid, and business and professional licenses to individuals convicted of drug trafficking or possession.

(End of Clause)

H.23 IT SECURITY REQUIREMENTS – NRC AND CONTRACTOR (NON-NRC) FACILITIES (APR 2014)

Backups

The contractor shall ensure that backup media is created, encrypted (in accordance with information sensitivity) and verified to ensure that data can be retrieved and is restorable to NRC systems based on information sensitivity levels. Backups shall be executed to create readable media that allows successful file/data restoration at the following frequencies:

- At least every 1 calendar day for a high sensitivity system
- At least every 1 calendar day for a moderate sensitivity system
- At least every 7 calendar days for a low sensitivity system

Perimeter Protection

The Contractor must employ perimeter protection mechanisms, such as firewalls and routers, to deny all communications unless explicitly allowed by exception.

The contractor must deploy and monitor intrusion detection capability and have an always deployed and actively engaged security monitoring capability in place for systems placed in operation for the NRC. Intrusion detection and monitoring reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

(End of Clause)

H.24 IT SECURITY REQUIREMENTS – CERTIFICATION AND ACCREDITATION SECURITY RISK ASSESSMENT

The contractor shall work with the NRC Contracting Officer's Representative (COR) in performing Risk Assessment activities according to NRC policy, standards, and guidance. The contractor shall perform Risk Assessment activities that include analyzing how the architecture implements the NRC documented security policy for the system, assessing how management, operational, and technical security control features are planned or implemented and how the system interconnects to other systems or networks while maintaining security.

SYSTEM SECURITY PLAN

The contractor shall develop the system security plan (SSP) according to NRC policy, standards, and guidance to define the implementation of IT security controls necessary to meet both the functional assurance and security requirements. The contractor will ensure that all controls required to be implemented are documented in the SSP.

ASSESSMENT PROCEDURES – SECURITY TEST & EVALUATION

The contractor shall follow NRC policy, standards, and guidance for execution of the test procedures. These procedures shall be supplemented and augmented by tailored test procedures based on the control objective as it applies to NRC. The contractor shall include verification and validation to ensure that appropriate corrective action was taken on identified security weaknesses.

The contractor shall perform ST&E activities, including but not limited to, coordinating the ST&E and developing the ST&E Plan, execution ST&E test cases and documentation of test results. The contractor shall prepare the Plan of Action and Milestones (POA&M) based on the ST&E results.

PLAN OF ACTION AND MILESTONES (POA&M) MAINTENANCE & REPORTING

The contractor shall provide a determination, in a written form agreed to by the NRC Contracting Officer's Representative (COR) and Computer Security Office, on whether the implemented corrective action was adequate to resolve the identified information security weaknesses and provide the reasons for any exceptions or risk-based decisions. The contractor shall document any vulnerabilities indicating which portions of the security control have not been implemented or applied.

The contractor shall develop and implement solutions that provide a means of planning and monitoring corrective actions; define roles and responsibilities for risk mitigation; assist in identifying security funding requirements; track and prioritize resources; and inform decision-makers of progress of open POA&M items.

The contractor shall perform verification of IT security weaknesses to ensure that all weaknesses identified through third party (e.g., OIG) audits are included in the POA&Ms that the quarterly reporting to OMB is accurate, and the reasons for any exceptions or risk-based decisions are reasonable and clearly documented. This verification process will be done in conjunction with the continuous monitoring activities.

CERTIFICATION & ACCREDITATION DOCUMENTATION

The contractor shall create, update maintain all Certification and Accreditation (C&A) documentation in accordance with the following NRC Certification and Accreditation procedures and guidance:

- C&A Non-SGI Unclassified Systems

- C&A SGI Unclassified Systems

- C&A Classified Systems

The Contractor must develop contingency plan and ensure annual contingency testing is completed within one year of previous test and provide an updated security plan and test report according to NRC's policy and procedure.

The Contractor must conduct annual security control testing according to NRC's policy and procedure and update POA&M, SSP, etc. to reflect any findings or changes to management, operational and technical controls.

(End of Clause)

H.25 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS – GENERAL (JUL 2016)

Basic Contract IT Security Requirements

The contractor agrees to insert terms that conform substantially to the language of the IT security requirements, excluding any reference to the Changes clause of this contract, into all subcontracts under this contract.

For unclassified information used for the effort, the contractor shall provide an information security categorization document indicating the sensitivity of the information processed as part of this contract if the information security categorization was not provided in the statement of work. The determination shall be made using National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60 and must be approved by the Office of the Chief Information Officer (OCIO). The NRC contracting officer (CO) and Contracting Officer's Representative (COR) shall be notified immediately before the contractor begins to process information at a higher sensitivity level.

If the effort includes use or processing of classified information, the NRC CO and COR shall be notified before the contractor begins to process information at a more restrictive classification level.

All work under this contract shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12, Security; Computer Security Office policies, procedures and standards; National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS); and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

NRC Policies, Procedures and Standards (OCIO/ISD – Director, Information Security Directorate, internal website):

<http://www.internal.nrc.gov/CSO/policies.html>

All NRC Management Directives (public website):

<http://www.nrc.gov/reading-rm/doc-collections/management-directives/>

NIST SP and FIPS documentation is located at:

<http://csrc.nist.gov/>

CNSS documents are located at:

<http://www.cnss.gov/>

When e-mail is used, the contractors shall only use NRC provided e-mail accounts to send and receive sensitive information (information that is not releasable to the public) or mechanisms to protect the information during transmission to NRC that have been approved by OCIO/ISD.

All contractor employees must sign the NRC Agency-Wide Rules of Behavior for Authorized Computer Use prior to being granted access to NRC computing resources.

The contractor shall adhere to following NRC policies, including but not limited to:

Must meet all federally mandated and NRC defined cybersecurity requirements.

- Management Directive 12.5, NRC Cybersecurity Program
- Computer Security Policy for Encryption of Sensitive Data When Outside of Agency Facilities
- Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information
- Computer Security Information Protection Policy
- Remote Access Policy
- Laptop Security Policy
- Computer Security Incident Response Policy

Contractor will adhere to NRC's use of personal devices to process and store NRC sensitive information. The NRC's BYOD program allows NRC employees and contractors to conduct official government business using supported personal smart phones and tablets.

All work performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the sensitivity level of the information being processed.

Contract Performance and Closeout

The contractor shall ensure that the NRC data processed during the performance of this contract shall be purged from all data storage components of the contractor's computer facility,

and the contractor will retain no NRC data within 30 calendar days after contract is completed. Until all data is purged, the contractor shall ensure that any NRC data remaining in any storage component will be protected to prevent unauthorized disclosure.

When a contractor employee no longer requires access to an NRC system, the contractor shall notify the COR within 24 hours.

Upon contract completion, the contractor shall provide a status list of all contractor employees who were users of NRC systems and shall note if any users still require access to the system to perform work if a follow-on contract or task order has been issued by NRC.

Control of Information and Data

The contractor shall not publish or disclose in any manner, without the CO's written consent, the details of any security controls or countermeasures either designed or developed by the contractor under this contract or otherwise provided by the NRC.

Any IT system used to process NRC sensitive information shall:

- Include a mechanism to require users to uniquely identify themselves to the system before beginning to perform any other actions that the system is expected to provide.
- Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords).
- Protect authentication data so that it cannot be accessed by any unauthorized user.
- Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user.
- Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately.

Access Controls

Any contractor system being used to process NRC data shall be able to define and enforce access privileges for individual users. The discretionary access controls mechanisms shall be configurable to protect objects (e.g., files, folders) from unauthorized access.

The contractor system being used to process NRC data shall provide only essential capabilities and specifically prohibit and/or restrict the use of functions, ports, protocols, and/or services, as specified in the contract/grant.

The contractors shall only use NRC approved methods to send and receive information considered sensitive or classified. Specifically,

- Classified Information - All NRC Classified data being transmitted over a network shall use NSA approved encryption and adhere to guidance in MD 12.2, NRC Classified Information Security Program; MD 12.5, NRC Cybersecurity Program; and any classified encryption guidance provided by the Committee on National Security Systems. Classified processing shall be only within facilities, computers, and spaces that have been specifically approved for classified processing. All NRC personnel who have been or will be granted an account to access any system or network (to include a stand-alone system or network) on which classified

information resides must be an NRC authorized classifier. Contractors must follow the above guidance and procedures when requiring access to or handling classified information. Only designated and authorized classifiers of the contractor may have access to classified information or systems.

- SGI Information – All SGI being transmitted over a network shall adhere to guidance in MD 12.7, NRC Safeguards Information Security Program; and MD 12.5, NRC Cybersecurity Program. SGI processing shall be only within facilities, computers, and spaces that have been specifically approved for SGI processing. Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 overall level 2 and must be operated in FIPS mode. The contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.

- All NRC personnel who have been or will be granted an account to access any system or network (to include a stand-alone system or network) on which SGI resides must be an NRC authorized classifier.

The most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks must be enforced by the system through assigned access authorizations.

Separation of duties for contractor systems used to process NRC information must be enforced by the system through assigned access authorizations.

The mechanisms within the contractor system or application that enforces access control and other security features shall be continuously protected against tampering and/or unauthorized changes.

Configuration Standards

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

Information Security Training and Awareness Training

Contractors shall ensure that their employees, consultants, and subcontractors that have significant IT responsibilities (e.g., IT administrators, developers, project leads) receive in-depth IT security training in their area of responsibility. This training is at the employer's expense.

In compliance with OMB policy, individuals with significant cybersecurity responsibilities (e.g., ISSOs, System Administrators) must complete required role-based training before assuming the role. NRC contractors must ensure that their staff receives the requisite role-based cybersecurity training at the contractor's expense.

Media Handling

All media used by the contractor to store or process NRC information shall be controlled in accordance with the sensitivity level.

The contractor shall not perform sanitization or destruction of media approved for processing NRC information designated as SGI or Classified. The contractor must provide the media to NRC for destruction.

Vulnerability Management

The Contractor must adhere to NRC patch management processes for all systems used to process NRC information. Patch Management reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

For any contractor system used to process NRC information, the contractor must ensure that information loaded into the system is scanned for viruses prior to posting; servers are scanned for malware, including viruses, adware, and spyware, on a regular basis; and virus signatures are updated at the following frequency:

- 1 calendar day for a high sensitivity system
- 3 calendar days for a moderate sensitivity system
- 7 calendar days for a low sensitivity system

For any contractor deliverables or information loaded on external hard drives or other electronic devices, the contractor must ensure that, prior to delivery to the NRC, the device, including software and files, is free of malware, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, browser hijacking software, mobile code, or other malicious code.

(End of Clause)

H.26 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or (d) the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual

being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The contractor individual's clearance status will thereafter be communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

(End of Clause)

H.27 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor

representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the COR when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The COR will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

(End of Clause)

H.28 SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS (SEP 2013)

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Individual contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

A. Interim Approval

(a) The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) FD 258 fingerprint charts, copies of the contractor's five-year employment and education history checks, including verification of the highest degree obtained, a reference from at least one additional person not provided by the individual, results of a psychological evaluation, and a certification that the

contractor has found all checks acceptable, through the Project Officer to PSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. Interim access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of PSB/DFS. A signed NRC form 570, "Access Authorization Acknowledgment," from the individual that he or she understands his or her responsibility to report to the NRC, PSB/DFS, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria" must also be included. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, will be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF 86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope. Failure of the contractor to comply with this clause may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

Or,

(b) The individual will arrange to be fingerprinted by the subject utility, and the contractor will submit to the utility's access authorization program.

In Section A above, PSB/DFS will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, PSB/DFS will determine the individual's eligibility for interim access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM. Interim access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of PSB/DFS.

B. Final Approval

(a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities.

Or,

(b) The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program,

Or,

(c) The individual possesses a valid government issued clearance as verified by PSB/DFS. A valid government issued clearance is defined as a U.S. Government issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, PSB/DFS will attempt to obtain security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, PSB/DFS will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in Section B above may involve Access National Agency Check with Inquiries (ANACI) or other investigation as deemed necessary by PSB/DFS in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Management Directive 12.3. Based on the review of the applicant's security forms by PSB/DFS and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by PSB/DFS of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness for Duty program.

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one time basis, upon issuance of the applicable task order(s), for those individual(s) for whom the contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still be required during the performance of individual task orders in addition to the basic training.@

(End of Clause)

H.29 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments

associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

(End of Clause)

SECTION I - Contract Clauses

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS.	(NOV 2013)
52.203-3	GRATUITIES.	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES.	(MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO GOVERNMENT.	(SEP 2006) THE
52.203-7	ANTI-KICKBACK PROCEDURES.	(MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.	(MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.	(MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	(OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.	(APR 2014)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS.	(JAN 2017)
52.204-2	SECURITY REQUIREMENTS.	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER.	(MAY 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS.	(OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE.	(OCT 2016)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS.	(OCT 2016)
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL.	(JAN 2017)

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.	(OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS.	(JUL 2013)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS.	(NOV 2015)
52.215-2	AUDIT AND RECORDS - NEGOTIATION.	(OCT 2010)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT.	(OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA.	(AUG 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA.	(OCT 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS.	(OCT 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS.	(JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES.	(OCT 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS.	(OCT 2010)
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52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT.	(DEC 2010)
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52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.	(JUN 2008)
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52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS.	(MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS.	(OCT 2015)
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52.232-17	INTEREST.	(MAY 2014)
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52.232-25	PROMPT PAYMENT. (JAN 2017) ALTERNATE I	(FEB 2002)
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52.233-1	DISPUTES.	(MAY 2014)
52.233-3	PROTEST AFTER AWARD.	(AUG 1996)
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52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM.	(OCT 2004)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS.	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS.	(MAY 2014)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS.	(JAN 1997)
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS.	(JAN 2017)
52.242-13	BANKRUPTCY.	(JUL 1995)
52.243-2	CHANGES - COST-REIMBURSEMENT. (AUG 1987) – ALTERNATE I (APR 1984)	
52.244-5	COMPETITION IN SUBCONTRACTING.	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS.	(JAN 2017)
52.245-1	GOVERNMENT PROPERTY (JAN 2017) ALTERNATE II	(APR 2012)
52.245-9	USE AND CHARGES	(APR 2012)
52.246-25	LIMITATION OF LIABILITY - SERVICES.	(FEB 1997)
52.248-1	VALUE ENGINEERING.	(OCT 2010)
52.249-6	TERMINATION (COST-REIMBURSEMENT).	(MAY 2004)
52.249-14	EXCUSABLE DELAYS.	(APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES	(APR 2012)
52.253-1	COMPUTER GENERATED FORMS.	(JAN 1991)

I.2 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)

(a) *Definitions.* As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.3 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of

materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a

physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the

Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.4 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **March 30, 2018 through March 29, 2019.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.5 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [REDACTED] the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of [REDACTED]
- (2) Any order for a combination of items in excess of [REDACTED]; or
- (3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.6 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the

contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one (1) year from the contract expiration.

(End of clause)

I.7 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration date.

(End of clause)

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

I.9 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [insert NAICS Code] assigned to contract number [insert contract number].
(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

I.10 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **TBD** or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

NOTE: Any need for overtime premium pay will be identified, proposed, and approved at the task-order level.

(End of clause)

I.11 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.12 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.13 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

(a) *Definitions.* As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

I.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/vffara.htm>

(End of clause)

I.15 NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)

Applicable NRCAR provisions and clauses located in 48 CFR Chapter 20 are hereby incorporated by reference into this contract/order.

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title
1	Subpart 2009.5 Organizational Conflicts of Interest
2	Template Contractor Spending Plan
3	Monthly Letter Status Report Instructions for Contracts
4	Billing Instructions for Cost-Reimbursement Type Contracts
5	NRC Form 187 Contract Security and/or Classification Requirements

Subpart 2009.5 Organizational Conflicts of Interest

§2009.500 Scope of subpart.

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

§2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

(1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or

(2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

(1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or

(2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of [10 CFR Part 20](#). ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

(1) Evaluation services or activities;

(2) Technical consulting and management support services;

(3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

§2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

§2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

§2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
- (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

§2009.570-10 Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

MONTHLY LETTER STATUS REPORT INSTRUCTIONS FOR CONTRACTS AND ORDERS

The contractor shall submit an electronic Monthly Letter Status Report (MLSR) by the 20th day of each month to the Contracting Officer's Representative (COR) and the Contracting Officer (CO). If orders are issued under the contract, a separate MLSR must be provided for each order. MLSRs are not required once the NRC determines that work under the contract/order is complete, and the final costs are acceptable. A SAMPLE TEMPLATE, WHICH MAY BE USED TO COMPLETE THE MLSR, IS ENCLOSED.

Provide the information requested in each of the following sections if applicable.

I. CONTRACT/ORDER IDENTIFICATION & CONTACT INFORMATION

- Reporting period:
- Contract number:
- Order number:
- Contract title and period of performance:
- Order title and period of performance:
- COR's name, telephone number, and e-mail address:
- Full name and address of the contractor:
- Name, telephone numbers and email addresses of the Contractor Project:
Manager(s)/Contractor Lead Reviewer:

II. FINANCIAL STATUS

A. Overall Funding Information

- Total Ceiling Amount: \$
- Total Amount of Funds Obligated to Date: \$
- Total Invoiced for this Reporting Period: \$
- Total Amount Invoiced - Cumulative Amount to Date: \$
- Total Amount of Funds Expended to Date (Based on Obligated Funds): \$
- Percentage of Funds Expended to Date (Based on Obligated Funds): %
- Balance of Obligated Funds Remaining (Based on Invoiced Amount): \$
- Total Amount Invoiced & Costs Incurred (Invoiced amounts & amounts not yet invoiced—e.g. pending /outstanding to subcontractor): \$
- Balance of Obligated Funds Remaining After Deducting Total Amount Invoiced & Amounts Not Yet Invoiced (Costs Incurred): \$
- Balance of Funds Required for Completion: \$

B. Contractor Acquired Property

Report all property with an acquisition cost of \$5,000 or more (including Information Technology (IT) hardware and software), acquired for the project during the month. Report all sensitive property regardless of cost. The following information is required for each reported item:

- Item/property description;
- Manufacturer, model number, and serial number, if applicable;
- Acquisition cost or development cost; and
- Date received.

If property was not acquired during the reporting month, include a negative statement to that effect in the MLSR.

The final MLSR for the contract shall include a closeout property report certifying that property with an acquisition cost of greater than \$5,000 (including IT hardware and software) and sensitive property regardless of cost is included in the final property report and that the list is complete. For each item listed, the report shall contain:

- Item/property description;
- Manufacturer; the model number, & the serial number, if applicable;
- Acquisition or development cost; and
- Date received.

The closeout property report shall identify any ongoing or contemplated NRC projects on which the property could be utilized. If no property was acquired under the contract, include a negative report. Note any property requiring special handling based on security, health, safety, or other reasons as part of the report.

C. NRC-Funded Software

Report NRC funded software with a useful life of 2 years or more and a development cost of greater than \$5,000. Provide the following information for each item of NRC funded software:

- Software name and function:
- Development cost:
- Computer language used:
- Operating system:
- Physical location of the software and/or the hardware system:
- Date the software development was completed:
- Scheduled replacement date or projected useful life. If the useful life is not readily apparent, the useful life is considered to be 5 years from the day the software was considered operational:

III. TECHNICAL STATUS

A. Deliverables/Milestones Schedule

Provide the following information for each deliverable/milestone identified in the SOW:

- Task/subtask:
- Description:

- Planned completion date:
- Revised completion date if applicable:
- Actual completion date:

The deliverables/milestones schedule shall be revised as necessary. **Any variance in schedule shall be identified and discussed in detail. Discussion shall include the cause for the variance, together with any proposed solution to bring the dates within the original planned dates.**

B. Progress During Reporting Period

Provide a clear and concise discussion of the work performed during the reporting period. Include sufficient detail to support the costs reported for the reporting period. A summary of significant meetings and conference calls must be included. In addition, the current status of each deliverable, task, or service shall be identified. **Progress reported as "worked on all tasks" is not acceptable.**

C. Travel

Travel taken during the reporting period shall be fully described and shall include, at a minimum, the purpose of the travel, whether prior NRC authorization was required and obtained, the names of all travelers, the beginning and ending dates of the travel, and the destination point.

D. Anticipated and Encountered Problem Areas

Problems encountered during the reporting period and anticipated in subsequent period(s) *(to include, for example, problems or circumstances that require a change in the level of effort or estimated cost, scope of work, or travel requirements)* shall be identified. Discussion of problems encountered during the reporting period shall include the actual solution. If the solution was not implemented during the reporting period, a detailed discussion of the proposed solution shall be included. The status of the problem shall be updated in subsequent MLSRs until problem resolution is achieved and reported. **Clearly identify the person(s) and/or organization(s) with responsibility to address the problem.** If NRC is required to take action to resolve a problem or concern, the COR should be notified separately.

A discussion of the impact on the projected cost and schedule of the project or task order shall be included. If the projected actual cost is expected to be greater than or less than the planned cost and/or if the schedule is projected to be longer than or less than the planned schedule, an in depth rationale for the difference(s) shall be provided. Actions to mitigate schedule delays and/or cost/price increases shall be thoroughly described.

Problems or circumstances requiring a modification to the level of effort, estimated cost, scope of work, or travel requirements shall also be discussed in the MLSR. The COR should be notified separately if a modification is needed. **Such notification shall not be delayed until issuance of the MLSR.**

E. Plans for the Next Reporting Period

Provide a concise discussion of work to be performed and a description of anticipated travel during the next reporting period. Describe milestones anticipated to be completed in the next reporting period.

F. Staff Hours Summary

The staff hours summary must identify the task/subtask, the staff assigned to the task/subtask, hours budgeted, hours expended for this reporting period, total cumulative hours expended and the task/subtask status.

IV. INFORMATION TECHNOLOGY SECURITY TRAINING

In accordance with the clause, NRC INFORMATION TECHNOLOGY SECURITY TRAINING, contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Where the contract/order includes the clause, **NRC INFORMATION TECHNOLOGY SECURITY TRAINING**, the MLSR must include the following information for all completed training:

- (1) Name of the individual completing the course:
- (2) Course title:
- (3) Course completion date:

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) Name of the individual who has not yet completed the training:
- (2) Title of the course(s) which must still be completed:
- (3) Anticipated course completion date(s):

V. LICENSE FEE RECOVERY COST STATUS

This section is required if any portion of the work described in the Statement of Work is fee recoverable.

Pursuant to the provisions on fees of Title 10 of the *Code of Federal Regulations* Parts 170 and 171, provide the total amount of fee recoverable costs incurred during the reporting period, the fiscal year to date costs, and the cumulative total costs to date for each task/project. The License Fee Recovery Cost Status (LFRCS) shall be recorded on a separate page as part of the MLSR, and shall be in the format provided in the MLSR template under the LFRCS Section.

Each report will contain a docket number, cost activity code (CAC) or other unique identifier. Facilities must be sorted by docket number/identifier. Unit numbers must be identified for each facility included in the LFRCS table. For work that involves more than one facility at the same site, each facility should be listed separately, and the costs should be split

appropriately between the facilities. Common costs, as defined below, must be identified separately in the LFRCS.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reported monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the reporting period.

Any/all non-fee recoverable costs must be accounted for in the cost breakdown table of the MLSR template with the corresponding non-fee recoverable CAC as directed by the COR.

VI. SPENDING PLAN UPDATE—Required for Cost Reimbursement, Labor-Hour and Time-and-Materials Contracts/Orders (Complete as Applicable for Other Contract Types)

The initial Spending Plan must be included in the initial MLSR. Thereafter, the spending plan shall be updated on the MLSR Spending Plan Update Template in Excel (enclosed), and submitted with the MLSR. Spending plan updates shall encompass two fiscal years (current fiscal year and following fiscal year). Discussion shall include significant spending plan variances, the cause for the variance, and proposed solutions to bring the cost within planned amounts. Definitions of spending plan terms are provided below:

Planned – Spending plan agreed to by the parties at time of award.

Revised – Updated spending plan revised by the contractor. Spending plan shall be updated as necessary.

Actual – Total amount/costs expended by the contractor as reported in the MLSR.

Variance – Percentage difference between planned, or revised if applicable, and actual

MONTHLY LETTER STATUS REPORT-TEMPLATE

Reporting Period Start Date		Reporting Period End Date	
NRC Contract Number		Order Number (if applicable)	
Contract/Order Title			
Period of Performance Start Date:		Period of Performance End Date:	
Contracting Officer's Representative (COR)	COR Telephone	COR E-mail	
Contractor Name			
Contractor Complete Address (Street, City , State, and Zip Code)			
Contract Project Manager(s)/Contractor Lead Reviewer	Telephone	E-mail	

Provide the information requested in each of the following sections if applicable. (Please insert N/A beside items that are not applicable)

FINANCIAL STATUS**A. Overall Funding:**

1.	Total Ceiling Amount	\$
2.	Total Amount of Funds Obligated to Date	\$
3.	Total Amount Invoiced - This Period	\$
4.	Total Amount Invoiced - Cumulative Amount to Date	\$
5.	Total Amount of Funds Expended to Date (Based on Obligated Funds)	\$
6.	<i>Percentage</i> of Funds Expended to Date (Based on Obligated Funds)	____%
7.	Balance of Obligated Funds Remaining (Based on Invoiced Amounts)	\$
8.	Total Amount/Costs Incurred (Invoiced amounts & amounts not yet invoiced—e.g. pending; outstanding to subcontractor)	\$
9.	Balance of Obligated Funds Remaining after Deducting Total Incurred Amounts/Costs	\$
10.	Balance of Funds Required for Completion	\$

B. Contractor Acquired Property:

Item*	Description	Manufacturer	Model Number	Serial Number	Acquisition Cost (\$)	Receipt Date	Property Identification Number

*Asterisk represents sensitive item

C. NRC-Funded Software:

Name*	Function	Development Cost (\$)	Computer Language Used	Operating System	Location of System	Date Software Completed	Date of Scheduled Replacement/ Useful Life

*Asterisk represents sensitive software

TECHNICAL STATUS**A. Deliverables/Milestones Schedule:**

(Any variance in schedule shall be identified and discussed in detail. Discussion shall include the cause for the variance, together with any proposed solution to bring the dates within the original planned dates.)

Task/Subtask	Description	Planned Completion Date	Revised Completion Date (if applicable)	Actual Completion Date

B. Progress during Reporting Period: _____**C. Travel for this Period:**

Staff	Purpose of Travel	NRC Authorization Required/ Obtained*	Start Date	End Date	Destination/Activity

*Include name of NRC authorizing official and date authorization was obtained.

D. Anticipated and Encountered Problem Areas: _____

E. Plans for the Next Reporting Period: _____

F. Staff Hours Summary:

Task/Subtask/Phase	Staff Assigned	Hours Budgeted	Hours Expended This Reporting Period	Total Cumulative Hours Expended	Notes

TRAINING

(Complete if contract/order includes the clause, NRC INFORMATION TECHNOLOGY SECURITY TRAINING)

Completed Training:

Name of Individual Completing the Course During This Period	Course Title	Course Completion Date

Training To Be Completed:

Name of Individual Who has NOT, To Date, Completed the Required Training	Course Title	Anticipated Course Completion Date

LICENSE FEE RECOVERY COST STATUS

Reporting Period Start Date	Reporting Period End Date
Contract Number	Order Number
Project Title	

Licensee	Task Order No.	Facility Name/Unit Number	Docket Number	CAC Number	Period Costs	Fiscal Year Costs to Date	Cumulative Costs to Date

Important Note - Individual administrative costs (e.g. costs associated with overall project management/coordination, administrative setup/monitoring of the task order/agreement, preparation of the MLSR, etc.) must be included in the current period costs (i.e. these costs should not be noted as separate costs/items). Administrative costs must be proportionately allocated to each line item listed in the summary table above. Any/all non-fee-recoverable costs must be accounted for in the above table with the appropriate non-billable Cost Activity Code (CAC) as provided by the COR. The total Period Costs in the above table shall equal the total amount charged to NRC for this period.

SPENDING PLAN - Fiscal Year (FY) _____
Required for Cost Reimbursement, Labor-Hour and Time-and-Materials Contracts/Orders
(Complete as applicable for other contract types)

FY_____	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	TOTAL
Planned (\$)													
Revised (\$)													
Actual (\$)													
Variance (%)													

FY_____	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	TOTAL
Planned (\$)													
Revised (\$)													
Actual (\$)													
Variance (%)													



Spending Plan.xlsx

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Reimbursement requests shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the Department of Treasury's Administrative Resource Center, via email to: NRC@fiscal.treasury.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Fiscal Accounting Program, Admin & Training Group
Avery Street A3-G
Bureau of the Fiscal Service
PO Box 1328
Parkersburg WV 26106-1328

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit requests for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (s) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and invoiced after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Cost-Reimbursement Type Contracts (FEB 2018).

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Fiscal Accounting Program, Admin & Training Group
Avery Street A3-G
Bureau of the Fiscal Service
PO Box 1328
Parkersburg WV 26106-1328

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at Federal Acquisition Regulation (FAR) [52.232-23 Assignment of Claims](#), the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR [52.232-33 Payment by Electronic Funds Transfer-System for Award Management](#).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the required deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Final invoices must include the name of the NRC Contracting Officer's Representative (COR) and Contracting Officer.
- p. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

- (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

<u>Labor</u> <u>Category</u>	<u>Staff</u> <u>Assigned</u>	<u>Hours</u> <u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
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- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

- (3) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

(4) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(7) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From To	From To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

(9) Other Costs. List all other direct costs by cost element and dollar amount separately.

q. Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is requested.

r. Fixed-Fee. If the contract provides for a fixed-fee, it must be reimbursed as indicated in the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

(1) The NRC will withhold payment of 15% of the negotiated contract fixed-fee amount, not to exceed \$100,000.

(2) If the fee withholding amount has reached \$100,000, the contractor may resume billing the NRC for the balance of its fee under subsequent invoices for work completed.

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

- (3) Any fee amounts withheld by the NRC will be paid to the contractor during contract closeout in increments, following the submission/settlement of indirect rate proposals in accordance with FAR 52.216-8, "Fixed Fee" (JUN 2011).
- s. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- t. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- u. Grand Totals.

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from ____ through ____.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct labor	\$ _____	\$ _____
(2)	Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3)	Government property (\$50,000 or more)	\$ _____	\$ _____
(4)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(5)	Premium pay (NRC approved overtime)	\$ _____	\$ _____
(6)	Consultants Fee	\$ _____	\$ _____
(7)	Travel	\$ _____	\$ _____
(8)	Subcontracts	\$ _____	\$ _____
(9)	Other costs	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____

(b) Indirect Costs (provide the rate information applicable to your firm)

(10)	Overhead ____ % of _____(Indicate Base)	\$ _____	\$ _____
(11)	General and Administrative (G&A) ____ % of _____(Indicate Base)	\$ _____	\$ _____
Total Indirect Costs:		\$ _____	\$ _____

(c) Fixed-Fee:

- (12) Fixed-Fee Calculations:
- Total negotiated contract fixed-fee percent ____ and amount \$ _____
 - 85% allowable fee amount \$ _____
 - Cumulative fee billed on prior invoices \$ _____
 - Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$ _____

Note: The fee balance withheld by NRC may not exceed \$100,000.

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

	Total Fixed-Fee:	\$_____	\$_____
(d)	Total Amount Billed	\$_____	\$_____
(e)	Adjustments (+/-)	\$_____	\$_____
(f)	Grand Total	\$_____	\$_____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Labor - \$2,400

<u>Labor Category</u>	<u>Staff Assigned</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	Pete Smith	100	\$14.00	\$1,400	975
Engineer	Rob Johnson	50	\$10.00	\$ 500	465
Computer Analyst	John Roberts	100	\$ 5.00	<u>\$ 500</u>	<u>320</u>
				\$2,400	1,760 hrs.

2) Fringe Benefits - \$480

Fringe @ 20% of Direct Salaries

<u>Labor Category</u>	<u>Salaries</u>	<u>Fringe Amount</u>
Senior Engineer I	\$1,400	\$280
Engineer	\$ 500	\$100
Computer Analyst	<u>\$ 500</u>	<u>\$100</u>
	\$2,400	\$480

3) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

4) Government-furnished and contractor-acquired property (under \$50,000), Materials, and

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

Supplies - \$2,000

10 Radon tubes @ \$110.00	= \$1,100
6 Pairs Electrostatic gloves @ \$150.00	= \$ 900
	<u>\$2,000</u>

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150
(EX: Premium pay for this individual was approved and authorized under this contract by the NRC Contracting Officer by letter dated 6/1/2011.)

6) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

7) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

8) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	<u>\$30,000</u>

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

9) Other Costs - \$5,100

Honorarium for speaker at American Nuclear Society conference = \$5,000
Nuclear Planet Journal subscription fee = \$100

10) Overhead Expense - \$41,148

Overhead @ 40% of Total Direct Costs

11) General and Administrative (G&A) Expense - \$22,784

**BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS (MARCH 2018)**

G&A @ 20% of Total Costs, excluding subcontracts and consultants

12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%

Fixed-Fee Calculations:

- i. Total contract fixed-fee \$100,000
- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000
- iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*) \$8,218

Total Amount Billed	\$175,020
Adjustments (+/-)	<u>- \$8,218</u>
Grand Total	\$166,802

NRC FORM 187
(03-2017)
NRCMD 12



U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

1. Type of Submission <div style="border: 1px solid black; padding: 2px; min-height: 20px;">New</div>		3. Contractor Company Full Name and Complete Address (Prime Contractor) <div style="border: 1px solid black; padding: 2px; min-height: 40px;"> Southwest Research Institute 6220 Culebra Road San Antonio, TX 78238-5166 </div>	
2. Type of Contract <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Sole Source</div>			
4. Contract Number, IAA Number, or Job Code for DOE Projects <div style="border: 1px solid black; padding: 2px; min-height: 20px;">31310018D0002</div>		5. Contract Start Date <div style="border: 1px solid black; padding: 2px; min-height: 20px;">1/8/2018</div>	6. Contract End Date <div style="border: 1px solid black; padding: 2px; min-height: 20px;">1/7/2023</div>
7. Is this contract a follow-on contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes", provide previous Contract Number, IAA Number, or Job Code. <div style="border: 1px solid black; padding: 2px; min-height: 20px;">NRC-HQ-50-14-E-0001</div>	
		8. Contractor Cage Code or DOE Facility Code <div style="border: 1px solid black; padding: 2px; min-height: 20px;">26401</div>	
9. Contract Performance Requirements			
A. Will the contract require access to classified matter (information, systems, and/or material) (e.g., 32 CFR Part 2004 or MD 12.2)? <input checked="" type="checkbox"/> Yes (continue) <input type="checkbox"/> No (If "No", proceed to Block 9.E.)			
B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities? <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; width: 45%;">Secret</div> <div style="border: 1px solid black; padding: 2px; width: 45%;">National Security Information</div> </div>			
C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location? <input checked="" type="checkbox"/> Yes (continue) <input type="checkbox"/> No (If "No", proceed to Block 9.E.)			
D. Choose all that apply: In regards to classified matter, the contractor will require:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> 1) Access to Foreign Intelligence Information </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 2) Receipt and storage (i.e., safeguarding) of classified matter </div> <div style="width: 50%;"> <input type="checkbox"/> 3) Access to cryptographic material or other classified COMSEC information </div> <div style="width: 50%;"> <input type="checkbox"/> 4) Access to classified matter or information processed by another agency </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Use of a classified information technology processing system </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Generation of classified at Contractor facility location </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Generation of classified matter at an NRC facility </div> </div>			
E. Will the contractor require access to Safeguards Information (SGI) or Safeguards Information - Modified Handling Information (e.g., MD 12.7, 10 CFR 73.21, 73.22, and/or 73.23)?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
G. Will the contractor require access to any Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (e.g., MD 12.6)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I. Was, "Yes", checked to Block 9.A., or Block 9.C.? (If "Yes", then a Facility Clearance is required to be issued for the contractor and any known sub-contractors by the Facilities Security Branch before final contract award and before work can begin on the contract.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
J. Choose all that apply:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> 1) Unescorted Access is required to Nuclear Power Plants. </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Require operation of government vehicles or transport passengers for the NRC. </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 2) Access is required to Safeguards Information. </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Will operate hazardous equipment at NRC facilities. </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 3) Access is required to Sensitive IT Systems and Data. </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Required to carry firearms. </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 4) Unescorted Access to NRC Headquarters, Region, or Technical Training Facility. </div> <div style="width: 50%;"> <input type="checkbox"/> 8) Found to use or admit to use of illegal drugs. </div> </div>			

**CONTRACT SECURITY AND/OR
CLASSIFICATION REQUIREMENTS (Continued)**

U.S. NUCLEAR REGULATORY COMMISSION

10. Classification and/or Designation Guidance (to be completed by the COR if contractor will have access to SGI and/or Classified information).

Guidance will be provided by the COR based on the scope of work of any specific Task Order that requires access to such information.

11. Does this contract contain any subcontractors?

If "No", Leave area blank. (Note: It is the responsibility of the COR to notify FSB if the contractor adds a subcontractor to the contract during the execution of the contract. The sub-contractors may require a facility clearance before work can be allowed)

☐ Yes ☒ No

Subcontractor Company name, address and Defense Security Service cage code. (if applicable)

12. Review of contractor/subcontractor reports, documents for classified, SGI, SGI-M, and/or SUNSI will be reviewed by:

Typed or Printed Name and Title of NRC Employee to review for SUNSI

To be determined on a Task Order specific basis; generally, the assigned COR.

Typed or Printed Name and Title of a Qualified Designator for SGI and SGI-M (i.e., person must be qualified per MD 12.7)

To be determined on a Task Order specific basis; generally, the assigned COR.

Typed or Printed Name and Title of Authorized Derivative Classifier (for Classified Information)

To be determined on a Task Order specific basis; generally, the assigned COR.

13. Required Distribution of NRC Form 187 for Review (Check all appropriate boxes)

- ☒ 1) Originating NRC office or Division (Item 14A.) ☒ 3) Division of Facilities and Security (Item 14C.)
☒ 2) Information Security Branch Chief (If contractor has access to classified information and/or SGI) (Item 14B.) ☒ 4) Division of Acquisition Management (Item 14D.)

14. Approvals

A. Typed or Printed Name of Director, Office or Division

Michael Layton, Director, NMSS/DSFM

Signature

Date

21 July,
2017

B. Typed or Printed Name of Chief, Information Security Branch

Darryl Parsons

S

Date

21 Jul
2017

C. Typed or Printed Name of Director, Division of Facilities and Security

Timothy Pulliam

S

Date

8/1/2017

D. Typed or Printed Name of Director, Acquisitions Management Division

James Corbett

S

Date

8/3/17

REMARKS