

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 21

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

1. DATE OF ORDER 06/21/2018		2. CONTRACT NO. (If any) 31310018D0001		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310018F0069		4. REQUISITION/REFERENCE NO. NMSS-18-0105		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				c. CITY WASHINGTON	
				d. STATE DC	e. ZIP CODE 20555-0001
7. TO: PAUL MALDONADO				f. SHIP VIA	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 6220 CULEBRA RD				REFERENCE YOUR:	
d. CITY SAN ANTONIO				e. STATE TX	
				f. ZIP CODE 782385166	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NUCLEAR MATERIAL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 06/30/2019		16. DISCOUNT TERMS 30
a. INSPECTION Destination	b. ACCEPTANCE Destination				

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: 2018-X0200-FEEBASED-50-50D007-1028-33-4-151-255B-33-4-151-1028 Period of Performance: 06/20/2018 to 06/30/2019					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME	FISCAL ACCOUNTING PROGRAM				\$0.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)	ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328				\$147,597.00	
c. CITY	d. STATE	e. ZIP CODE				
PARKERSBURG	WV	26106-1328				

22. UNITED STATES OF AMERICA BY (Signature)		06/20/2018		23. NAME (Typed) SHARLENE M. MCCUBBIN TITLE: CONTRACTING/ORDERING OFFICER	
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**CONTRACTOR ACCEPTANCE OF TASK ORDER 31310018F0069**

Acceptance of Task Order No. 31310018F0069 under contract No. 31310018D0001 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted Task Order No. 31310018F0069 under Contract No. 31310018D0001:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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## SECTION B - Supplies or Services/Prices

### B.1 BRIEF DESCRIPTION OF WORK

(a) The title of this project is: Support for Review of ISFSI License and Certificate of Compliance Renewal Applications

(b) Summary work description: The objective of this task order is to obtain technical assistance to: (1) develop a template for the NRC's SER of Part 72 ISFSI license and CoC renewals, which will allow the NRC staff to cross check with the MAPS report when reviewing a licensee's renewal submittal with respect to aging management. The template will improve the efficiency of the NRC's reviews of the several LRAs it is anticipating in next several years; and (2) review of a Part 72 ISFSI LRA, anticipated to be Rancho Seco ISFSI.

### B.2 CONSIDERATION AND OBLIGATION— TASK ORDERS (AUG 2011)

(a) The total ceiling of this contract for the products/services under this contract is **\$147,597**.

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is \$147,597 of which \$136,847 represents costs and \$10,750 represents fee. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

### B.3 PRICE/COST SCHEDULE

DESCRIPTION	ESTIMATED COST
Labor	██████████
Subcontractor/Consultant Costs	0
Travel	\$0.00
ODC	\$0.00
<b>SUBTOTAL</b>	██████████
Indirect Cost Pool (includes G&A, Fringe, Overhead)	██████████
Facilities Capital	██████████
<b>SUBTOTAL</b>	██████████
Fixed-Fee	██████████
<b>TOTAL</b>	\$147,597.00

## **SECTION C - Description/Specifications**

### **C.1 Statement of Work**

TASK ORDER NUMBER: 31310018F0069

#### **1. PROJECT TITLE**

Support for Review of ISFSI License and Certificate of Compliance Renewal Applications

#### **2. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) regulates the dry storage of spent nuclear fuel under the provisions of Title 10 of the Code of Federal Regulations (10 CFR), Part 72, "Licensing Requirements for the Independent Storage of Spent Nuclear Fuel, High-Level Radioactive Waste, and Reactor-Related Greater than Class C Waste." Under 10 CFR Part 72, the NRC licenses independent spent fuel storage installations (ISFSIs) and issues certificates of compliance (CoCs) for dry storage systems (DSS). According to 10 CFR 72.42, the initial licensing term for an ISFSI may be up to 40 years, after which the license may be renewed for periods up to 40 years. Similarly, for a CoC, under 10 CFR 72.240, the certificate holder can apply for renewal of the design of a spent fuel storage cask for up to 40 years. The requirements for license renewal include submitting to the NRC time-limited aging analyses (TLAAs) to demonstrate that structures, systems, and components (SSCs) important to safety will continue to perform their intended functions during the period of extended operation and a description of aging management programs (AMPs) to address material degradation issues that could affect the SSCs within the scope of specific-license or CoC renewal. Staff guidance for the review of TLAAs and AMPs is found in NUREG-1927, Rev. 1. "Standard Review Plan for Renewal of Specific Licenses and Certificates of Compliance for Dry Storage of Spent Nuclear Fuel."

Under NRC-HQ-12-C-02-0089/NRC-HQ-50-15-T-0001, CNWRA is providing technical and editorial support for the development of draft NUREG-2214, the Managing Aging Processes in Storage (MAPS) Report. The MAPS Report will provide additional guidance to the NRC staff in reviewing license renewal applications for dry storage of spent nuclear fuel.

Staff in the NRC Office of Nuclear Materials Safety and Safeguards (NMSS) anticipates receiving several specific-license and CoC renewal applications over the next few years. The NMSS staff has recognized the need for additional staff guidance in the form of a Safety Evaluation Report (SER) template. The SER template will help to enhance the effectiveness and efficiency of the review process. The NRC staff also need technical support for materials engineering review for a Part 72 license renewal application (LRA).

#### **3. OBJECTIVE**

The objective of this task order is to obtain technical assistance to: (1) develop a template for the NRC's SER of Part 72 ISFSI license and CoC renewals, which will allow the NRC staff to cross check with the MAPS report when reviewing a licensee's renewal submittal with respect to aging management. The template will improve the efficiency of the NRC's reviews of the several LRAs it is anticipating in next several years; and (2) review of a Part 72 ISFSI LRA, anticipated to be Rancho Seco ISFSI.

#### **4. SPECIFIC TASKS**

##### **Task 1 Attend Kick-off Meeting**

The Contractor shall participate in a kick-off meeting with the Task Order (TO) Contracting Officer's Representative (COR) and other NRC technical staff to discuss the scope of work, expectations, project management, deliverables, and performance requirements of the task order. The kick-off meeting shall be held via teleconference within 10 working days of task order award.

The Contractor shall prepare a written summary of the meeting that includes, at a minimum, the following information: (1) identification of meeting participants from the NRC and Contractor, (2) minutes of the meeting that clearly describe the substance of the meeting, and (3) any action items and decisions from the meeting.

##### **Task 2 Develop Template for the Safety Evaluation Report for ISFSI Renewals**

The Contractor shall develop an SER template that will be used to document the NRC staff's assessment of the specific-license and CoC renewal applications. The contractor shall develop the documents to be consistent with the license renewal review. The TO COR will provide the contractor with information that shall be incorporated into the template upon task order award. The SER template shall contain features that allow the NRC reviewer to cross check with the MAPS report. The contractor shall use NUREG-1927, Rev. 1 and NUREG-2214 to inform development of the template.

The Contractor shall submit an initial draft of the SER template for NRC review. The contractor will incorporate comments and edits from the COR and submit a final version of the template.

##### **Task 3 License Renewal Application Support**

As required by the TO COR, the contractor shall conduct a technical review of a Part 72 ISFSI LRA, anticipated to be Rancho Seco. At the beginning of April 2018, NRC received the Rancho Seco LRA. NRC staff is in the process of conducting an acceptance review. NRC has requested supplemental information from the licensee that is anticipated to be provided by the end of June 2018. Pending acceptance of the renewal application by the NRC, the contractor shall review the renewal application and assess the adequacy of the technical information in the LRA with regard to the evaluation of scoping, aging management review of SSCs, TLAAs, and AMPs. As required by the COR, the contractor shall attend GoToMeetings or participate in teleconferences with the NRC staff throughout this task to discuss the technical review.

### **3.1 Request for Additional Information**

After reviewing the accepted renewal application, the contractor shall develop draft requests for additional information (RAIs), as appropriate, to obtain additional information necessary to complete the review of the licensee's LRA. The contractor shall provide the RAIs to the COR for NRC review. The NRC will determine which RAIs may be sent to the licensee. The NRC will transmit the RAI's to the licensee. The NRC expects one round of RAIs will be required.

### **3.2 SER Input**

The contractor shall prepare a Draft SER input using the template developed under Task 2 that details the results of the contractor's review. The Draft SER shall state whether or not the licensee has met all of the regulatory requirements in 10 CFR Part 72. The requirements for license renewal include demonstrating to the NRC that SSCs important to safety will continue to perform their intended functions during the period of extended operation and that adequate AMPs will be implemented to address material degradation issues that could affect the SSCs. The Draft SER shall include a detailed analysis, with basis, for finding the licensee's analysis acceptable or unacceptable. The report will be the basis for the NRC staff safety evaluation of the LRA. The NRC staff will review the Contractor's Draft SER input and the COR will provide comments by e-mail and/or by conference call for any areas requiring revision, correction, or further information.

Once responses to the RAIs are provided by the licensee, the contractor shall review and evaluate the responses to determine if they address the RAIs. The contractor shall discuss the evaluation with the COR and incorporate evaluation of the RAIs into the Final SER. The contractor shall prepare Final SER Input addressing comments from the COR.

## **5. APPLICABLE DOCUMENTS AND STANDARDS**

The following documents are suggested as informational references:

(a) NUREG-1927, Revision 1, "Standard Review Plan for Renewal of Specific Licenses and Certificates of Compliance for Dry Storage of Spent Nuclear Fuel.

<https://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1927/>

(b) NUREG-2214, "Managing Aging Processes In Storage (MAPS) Report, Draft Report for Comment."

<https://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr2214/>

(c) NUREG-1379, Revision 2, "NRC Editorial Style Guide"

<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1379/r2/>

(d) NUREG-0544, Revision 5, "NRC Collection of Abbreviations"

<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0544/>

## **6. DELIVERABLES AND DELIVERY SCHEDULE**

Task No.	Deliverable and Acceptance Criteria (AC)	Deliverable Due Date
1	Kick-off Meeting Minutes  AC: Meeting minutes are complete and contain required content	1 week after kick-off meeting
2	SER Template  <ul style="list-style-type: none"> <li>• Draft SER Template</li> <li>• Final SER Template</li> </ul> AC: Template contains required content, provided by the COR	<ul style="list-style-type: none"> <li>• Draft due 1 month after task order award</li> <li>• Final due 2 weeks after receipt of COR comments and edits</li> </ul>
3	LRA Review  <ul style="list-style-type: none"> <li>• RAIs</li> <li>• Draft SER Input</li> <li>• Final SER Input</li> </ul> AC: RAIs are technically sound and adequately address identified issues.  SER Input contains required information and follows required format.	<ul style="list-style-type: none"> <li>• RAIs due 2 months after receipt of all applicant documentation</li> <li>• Draft SER input due 2 months after receipt of all applicant documentation.</li> <li>• Final SER input due two weeks after receipt of COR comments</li> </ul>
All	*Monthly Letter Status Report per Sections F.2 of the base contract	NLT 20 <sup>th</sup> calendar day of the following Month

\*If no work was performed during the prior month, the contractor shall not prepare and submit an MLSR.

All deliverables shall include the following identifying information:

Contract No.  
Task Order No.



The TO COR will review all draft deliverables (and coordinate any internal NRC staff review and external stakeholder input, if needed) and provide comments back to the Contractor. When mutually agreed upon between the Contractor and the TO COR, the Contractor may submit preliminary or partial drafts to help gauge the Contractor's understanding of the particular work requirement.

The deliverables shall include only publicly available information.

The deliverables shall be provided electronically in Microsoft Word (with no restrictions on document editing) and in hard copy (upon request) to the TO COR. The MLSR shall also be delivered to the contracting officer.

The TO COR will acknowledge receipt of deliverables by e-mail.

## **7. REQUIRED LABOR CATEGORIES (KEY PERSONNEL)**

Professional staff proposed for the task order shall be familiar with DSS designs and knowledgeable about the technical aspects of aging management of SSCs important to safety. Specific technical expertise in materials engineering is required. Additional technical expertise in the following areas is desirable, but not essential: mechanical engineering, structural engineering, and nuclear engineering. Staff shall also be familiar with NRC regulatory processes for licensing and renewal of dry storage (10 CFR, Part 72) and, NUREG-2214, "Managing Aging Processes in Storage (MAPS) Report, Draft Report for Comment."

The Contractor shall assign a project manager who is experienced with overseeing multidisciplinary teams and has strong organizational and communication skills. The project manager shall oversee the effort and ensure the timely submittal of accurate and complete deliverables.

## **8. GOVERNMENT-FURNISHED PROPERTY**

The TO COR will provide a copy of the LRA after TO award.

## **9. PERIOD OF PERFORMANCE**

See Section F.1 of this task order

## **10. PLACE OF PERFORMANCE**

The work to be performed under this TO shall be performed at the Contractor's site.

## **11. SPECIAL CONSIDERATIONS**

### **11.1 TRAVEL**

No travel is anticipated for this requirement.

## **11.2 SECURITY**

Work performed under this task order will be unclassified. However, work on this task order may involve the handling of documents that contain proprietary information. The contractor shall safeguard documents containing proprietary information against unauthorized disclosure. After completion of work, the contractor must either destroy the documents or return them to the NRC. If they are destroyed, please confirm this in an e-mail to the COR with a copy to the CO and include the date and manner in which the documents were destroyed.

## **11.3 LICENSE FEE RECOVERABLE**

Tasks 1 and 2 are NOT license fee recoverable.

Task 3 is licensee fee recoverable

## **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 Nuclear Material Safety and Safeguards, under Contract number 31310018D0001/31310018F0069.

(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 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, in accordance with FAR 52.247-34 - F.o.b. Destination.

(End of Clause)

**SECTION F - Deliveries or Performance**

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

This task order shall commence on effective date of this task order through June 30, 2019.

(End of Clause)

**F.2 PLACE OF DELIVERY-REPORTS**

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

a. Contracting Officer Representative:

Refer to Section G.1 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

b. Contracting Officer (CO) (1 electronic copy):

(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: Wendy Reed (COR)  
Telephone Number: 301-415-7213  
Email: [Wendy.Reed@nrc.gov](mailto:Wendy.Reed@nrc.gov)

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

## SECTION H - Special Contract Requirements

### H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.



(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

**H.2 2052.215-70 KEY PERSONNEL. (JAN 1993)**

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



\*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

(End of Clause)

### **H.3 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance for this task order 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. 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)

**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Attachments 1 through 4 were provided under the Base Contract and applicable to this task order</b>
1	Template Contractor Spending Plan
2	Monthly Letter Status Report Instructions For Contracts And Orders
3	Billing Instructions Cost-Reimbursement Type Contracts
4	Organizational Conflicts of Interest
5	NRC Form 187 for Task Order No. 31310018F0069