

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 29

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

1. DATE OF ORDER		2. CONTRACT NO. (If any) 31310018D0002		6. SHIP TO:	
3. ORDER NO. 31310018F0076		4. REQUISITION/REFERENCE NO. RES-18-0277		a. NAME OF CONSIGNEE  NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO:				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. REQUISITION NG OFFICE OFF OF NUCLEAR REG RESEARCH	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/30/2020
a. INSPECTION Destination	b. ACCEPTANCE Destination	16. DISCOUNT TERMS  30			

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

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Period of Performance: 07/24/2018 to 03/30/2020					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME FISCAL ACCOUNTING PROGRAM						\$0.00
	b. STREET ADDRESS (or P.O. Box) ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328						\$998,738.00
c. CITY PARKERSBURG			d. STATE WV	e. ZIP CODE 26106-1328		17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature)			07/24/2018	23. NAME (Typed) SHARLENE M. MCCUBBIN TITLE: CONTRACTING/ORDER NG OFFICER	
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**CONTRACTOR ACCEPTANCE OF TASK ORDER 31310018F0076**

Acceptance of Task Order No. 31310018F0076 under contract No. 31310018D0002 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. 31310018F0076 under Contract No. 31310018D0002:

\_\_\_\_\_  
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: Technical Assistance for Geologic and Seismic Evaluations and Guidance

(b) Summary work description: The objective of this task order is to obtain technical assistance for i) improving seismic hazard evaluations, ii) capturing lessons learned on recent seismic hazard evaluations and iii) developing technical bases on issues that will support updates to Regulatory Guide 1.208.

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

(a) The total ceiling of this contract for the products/services under this contract is **\$582,599.00 (base period)**. The amount will increase as follows, upon exercise of any option periods.

**Option Task 0: \$15,273.00**  
**Option Subtask 1.3: \$86,154.00**  
**Option Task 3: \$20,088.00**  
**Option Task 4: \$223,403.00**  
**Option Task 5: \$71,221.00**  
**Total: \$998,738.00**

(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 \$235,968.66 of which [REDACTED] represents costs and [REDACTED] 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 BASIC TASK ORDER thru 3/31/2020	ESTIMATED COST OPTION TASK 0	ESTIMATED COST OPT SUBTASK 1.3	ESTIMATED COST OPT Task 3	ESTIMATED COST OPT TASK 4	ESTIMATED COST OPT TASK 5	TOTAL COST OF TASK ORDER
Labor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL</b>	\$582,599.00	\$15,273.00	\$86,154.00	\$20,088.00	\$223,403.00	\$71,221.00	\$998,738.00

## SECTION C - Description/Specifications

### C.1 PROJECT TITLE

Technical Assistance for Geologic and Seismic Evaluations and Guidance

### C.2 BACKGROUND

For nuclear power plants (NPPs) licensed prior to January 10, 1997, 10 CFR 100.10(c)(1) and Appendix A establish the seismic design basis. 10 CFR Part 50, Appendix A, GDC-2 and similar principle design criteria require that structures, systems and components (SSCs) be designed to withstand the effects of natural phenomena (including earthquakes) without loss of capability to perform their intended safety functions. This is a deterministic process that relies on considerable judgement and some level of unspecified margin to ensure safety. .

For NPPs licensed after January 10, 1997 10 CFR 50, 100.23 and Appendix S establish the seismic design basis. Appendix S defines the safe shutdown earthquake or SSE as: "*Safe-shutdown earthquake ground motion* is the vibratory ground motion for which certain structures, systems, and components must be designed to remain functional." 10 CFR Part 100.23 "*Geologic and Seismic Siting Criteria*" requires that the applicant determine the SSE and its uncertainty. Performing a probabilistic seismic hazard assessment (PSHA) is identified as an acceptable method to capture uncertainty.

In 2007 to support siting reviews of proposed nuclear power plants, NRC staff developed RG-1.208, "*A Performance-Based Approach to Define the Site-Specific Earthquake Ground Motion*" to replace RG-1.165 (withdrawn in 2010). RG 1.208 provides guidance on satisfying 10 CFR Part 100.23 requirements and outline how to perform a PSHA, the output of which is used to determine the SSE (ground motion response spectrum-GMRS) using the performance-based approach.

More recently, the NRC has developed a set of detailed guidelines for the development of formal expert analyses based on the Senior Seismic Hazard Analysis Committee (SSHAC) process (described in NUREG/CR-6372). These include NUREG-2117, *Practical Implementation Guidelines for SSHAC Level 3 and 4 Hazard Studies* (NRC, 2012), and NUREG-2213, *Updated Implementation Guidelines for SSHAC Hazard Studies* (in publication).

Between 2004 and 2017 the NRC staff reviewed a large number of early site permits (ESPs) and Combined Operating License (COL) applications. All of these applications were consistent with 10 CFR Part 100.23 and Appendix S and nearly all followed the approach described in RG 1.208.

In response to the March 2011 Tohoku earthquake and subsequent tsunami, the Commission established a Near-Term Task Force (NTTF) to conduct a systematic review of USNRC processes and regulations. NTTF Recommendation 2.1, instructed NRC staff to issue a request for information to licensees pursuant to 10 CFR 50.54(f). This information request was for licensees and holders of construction permits under 10 CFR Part 50 to reevaluate seismic hazards at their sites against current NRC requirements and guidance. Based on the information provided by the licensees, NRC staff would determine whether additional regulatory actions are necessary to protect against the reevaluated hazards. The

NRC staff performed a detailed review of the NTTF Recommendation 2.1 submittals from all operating reactor licensees.

As a result of the reviews of the ESP/COLs applications and the NTTF Recommendation 2.1 submittals staff and industry developed new insights. Consistent with these new insights and a continuing evolution towards a risk-informed performance-based regulatory structure the NRC staff recognizes the need for an update of RG 1.208 in the near-term. However, staff has also recognized that additional research activities are necessary to document the technical bases for the update to RG 1.208.

Risk-informed regulation has been at the forefront of the NRC's licensing strategy for a number of years. Recently, the Commission approved the Agency Strategic Plan for 2018-2022, which continues this emphasis, encouraging the staff to focus its regulatory activities on the most safety-significant issues. The activities described in this SOW are consistent not only with this broad agency objective, but also with the Seismic Structural and Geotechnical Engineering Research Plan covering the time period of 2017-2021.

This statement of work describes a number of research activities that support the development and documentation of technical bases to support the anticipated update to RG 1.208. Activities described herein include methods for performing site response analyses and including the results in PSHA, characterization of seismic sources, methods for developing ground motion models, numerical tools for PSHA calculations, and the application of procedures described in NUREG-2213.

The Center for Nuclear Waste Regulatory Analyses (CNWRA) has access to technical specialists with the appropriate expertise for supporting NRC staff in the development and documentation of the technical bases described above. Further they have extensive experience in conducting outreach meetings to the broader technical community. This outreach is necessary to capture the breadth of input from knowledgeable experts which, in turn, will ensure stability for the resulting updated RG.

### **C.3 OBJECTIVE**

The objective of this task order is to obtain technical assistance for i) improving seismic hazard evaluations, ii) capturing lessons learned on recent seismic hazard evaluations and iii) developing technical bases on issues that will support updates to Regulatory Guide 1.208. To accomplish this overall objective, several subtasks are outlined in Section C.4.

### **C.4 SCOPE OF WORK**

The Contractor shall perform the following tasks:

#### **Project Management**

The contractor shall provide overall project management support during the duration of the period of performance. Because the scope of work includes i) several tasks that may be conducted concurrently, ii) management of contractor staff as well as subcontractors and consultants, and iii) regular contact with the NRC COR, a small, continuous level of effort will be needed during the duration of the project. This project management support is needed to

ensure consistent reporting of activities and spending and that schedules are met. The level of effort for this task is approximately 8-10 hours per month over the period of performance. Tasks may include consulting agreement and subcontract placement and management, Conflict of Interest (COI) evaluations, periodic reporting, and interactions with the NRC staff. One annual meeting is included each year for the CNWRA PM, CNWRA PI, NRC COR, and technical leads to re-evaluate the scope of work and tasks. There are no specific deliverables associated with this subtask; however, MLSR reports will be required as noted in Section C.6. [LOE: 104 hrs/year; 1 person/2 trip per year for 1-day meeting (4 trips; 2 days/1 night)]

### **Task 1: Incorporate Site Response into Probabilistic Seismic Hazard Analyses (PSHAs)**

Previous practice has involved separating the site response analyses from the PSHA hazard calculations. Current state of practice is moving toward integrating the site response into the analysis in a way that directly incorporates uncertainty into the hazard calculations. The NRC continues to evaluate the most appropriate methods for incorporating site response results into the calculation of seismic demands on nuclear facilities. To this end, the NRC has determined that it is necessary to perform a pilot project that incorporates site response results into the calculation of site-specific seismic hazard using two alternative methods. These methods were developed and documented in NUREG/CR-6728 and are referred to as Approach 3 and 4 in that document. The current task will identify two hypothetical sites with differing hazard characteristics, and two site profiles. The task will then develop soil hazard curves using Approach 3 and Approach 4.

**Subtask 1.1:** NRC staff will identify two existing CEUS sites with variation in the extent of site characterization and site profiles to incorporate differences in uncertainty. One of the sites will be well characterized. CNWRA staff will collaborate with NRC staff in identifying the sites and gathering data for the sites, which the NRC staff will utilize to evaluate site response using different approaches identified in NUREG/CR-6728.

**Subtask 1.2:** Assist NRC in performing a pilot project to evaluate implementation of SSHAC Level 2 process in site response analyses.

Based on the CEUS sites identified in Subtask 1.1, assist NRC in convening a basic SSHAC Level 2 process. The contractor will engage members of its staff and qualified consultants to serve as participants in the SSHAC process, including a project manager, three experts tasked as members of the Technical Integrator (TI) Team, and two experts tasked as members of a PPRP. It is anticipated that some NRC staff will also serve as participants in the SSHAC process in addition to the contractor staff and consultants. Consultants shall be agreed upon by the NRC COR and CNWRA PM. The SSHAC should be focused on the evaluation and integration phases of the two sites (without focus on data gathering, which will have been accomplished in Subtask 1.1). The project manager will organize logistics, facilitate communication among the parties, assist in developing the project plan, and ensure timely completion of the various components of the SSHAC. The TI experts will be required to familiarize themselves with the data, participate in pre-workshop discussions, determine whether additional information is needed from resource and proponent experts, develop a preliminary site response analysis model, provide information to the NRC team to conduct a hazard sensitivity evaluation (and assess feedback), develop a final SRA model, develop a draft results document for review by the PPRP, and respond to PPRP comments to develop a final report. The PPRP members will review initial materials, observe TI Team activities,



review and comment on the draft report, and provide a completion letter. CNWRA staff will assist in organizing the workshop, project management, review of data and models, and other related tasks.

**Subtask 1.3 (Optional):** NRC, CNWRA, and two additional experts will consider the outcomes of the SSHAC for the CEUS sites and make recommendations on empirical or analytical site term for a WUS site.

**Subtask 1.4:** Based on the PSHA and documentation produced by the SSHAC, provide recommendations for updates to guidance documents regarding best practices for incorporation of site response in hazard calculations. The deliverable for this subtask will be a report summarizing results and recommendations. In addition, as practicable, the contractor will present the results at a technical conference to elicit peer feedback.

There are several deliverables associated with these subtasks. These are detailed in Section C.6.

## **Task 2: Develop a Set of Information to Define Regional Geophysical Profiles for the Central and Eastern U.S.**

For many sites where nuclear facilities are located, very little site-specific information exists to constrain the deeper (100m to 10 km depths) shear-wave velocity structure. Information on the velocity structure is important for constraining damping and velocity correction factors for GMPEs, for reducing uncertainty in site response analyses, and for constraining regional attenuation models.

For these reasons it is deemed necessary for CNWRA staff to collaborate with NRC staff in the development of regional velocity models for depths of 100m to 10km. This project will assemble information from readily available sources; no new field investigations are anticipated. Potential information sources include upper crustal velocity data collected by the USGS as part of the NGA-East project (Drieling et al., 2015), information from existing NRC files (FSARs, COL/ESP submittals, RAIs), published research, any state and local geological surveys or water resources data that is applicable. This information should be tied into a regional geological framework and where ever possible the velocity information should be correlated with stratigraphic information (rock types). Some of this information and results have already been developed by NRC staff. It will be necessary for CNWRA staff to collaborate with NRC staff in the development of this information. Task 2 will be accomplished with the following steps:

- (1) Based on collection and organization of available information, produce generalized, regional deep geologic/stratigraphic information
- (2) Collect velocity information for sites or rock types in these regions.
- (3) Develop velocity profiles for each of these regions that are tied to the stratigraphic profiles including estimates of uncertainty.
- (4) Document results in the form of a searchable, digital database (or other format) that includes the data collected, information about how data was collected (such as links to sources), and information availability.
- (5) Develop a stratigraphy-based  $V_s/V_p$  and density profile for CEUS and test with strata-specific well data from mid-continent based on the means and standard distributions in the profile.

There are several deliverables associated with this task, to include draft and final reports. These are detailed in Section C.6.

### **Task 3: Continued Development and Maintenance of PSHA Software**

Under previous agreements the NRC has funded the development of very specialized PSHA software for use by the NRC staff in confirmatory and research activities. These programs are NRC Probhaz, CEUS Probhaz, mrs, faultsrc, and associated pre- and post-processing scripts. These programs have been validated as part of the PEER seismic hazard validation projects in 2009 and 2017 and no new validation would be required. These programs have proven to be very valuable for NRC staff in the past.

This task will continue needed modifications and testing of these existing programs for (1) development of fractiles for the CEUS-SSC source model and EPRI ground motion model, (2) incorporation of the NGA-East ground model into the software suite, and (3) direct incorporation of site response results into the calculation stream. This task will also include making modifications to the software to facilitate testing of NRC results with USGS results.

### **Task 4: (Optional) Updates to Regulatory Guidance and Supporting NUREGs**

**Subtask 4.1 (Optional):** Based on lessons learned from the NTTF 2.1 process, the NRC is developing a NUREG to capture the evaluations undertaken by the NRC staff and the resulting site hazard information for the US NPP sites. The NRC is seeking technical support from CNWRA staff knowledgeable about the 2.1 review process and hazard evaluations to assist in developing and finalizing the NUREG.

**Subtask 4.2 (Optional):** The NUREG described in 4.1, along with the information developed in Tasks 1 and 2 above, will provide technical bases for updates to Regulatory Guide 1.208 and potentially other regulatory guidance or supporting documents. The NRC staff is seeking technical support from CNWRA staff in developing these technical support bases and updates to the Regulatory Guide. As part of this subtask, the staff may hold working meetings or writing sessions to efficiently incorporate the team's input regarding the recommendations.

**Subtask 4.3 (Optional):** Should NRC decide to update RG 1.208 within the time frame of this contract, CNWRA staff will assist with the formal update process, including i) developing inputs to and formatting a draft document for concurrence and public comment; ii) collecting, organizing, and dispositioning public comments received on the document and supporting public interactions about the document and iii) producing a final document. The anticipated level of effort for this task is approximately 720 hours. Should the optional task be exercised, the CO, COR, and contractor PM will determine the deliverables and whether an updated scope and cost proposal are needed.

### **Task 5 (Optional): Geology and Geotechnical Support**

The NRC continues to evaluate the need to update NUREG-2115 based on new information from earthquakes, data, and technology. As technology evolves for gathering, processing, and evaluating new geophysical information (e.g., LiDAR, improved quantification of paleoliquefaction features, and other remote sensing data) that can be used to develop inputs to seismic source characterization, the NRC has a need to be able to evaluate new data to existing guidance and regulations. In addition, as earthquakes are added to the existing catalogs, the NRC needs to evaluate potential impacts on existing SSC models in NUREG-2115. The purpose of this task is to provide geological input and consultation to

support NRC staff on the utilization of remote sensing imagery on the assessment of potential seismic sources.

In addition, provide technical support to NRC staff in developing the framework for evaluating potential updates to NUREG-2115. This task may involve participating in or managing a SSHAC Level 1/2 study to assess the impact of new information on the need to update NUREG-2115. The anticipated level of effort for this task is approximately 300 hours. Should the optional task be exercised, the CO, COR, and contractor PM will determine the deliverables and whether an updated scope and cost proposal are needed.

**C.5 APPLICABLE DOCUMENTS AND STANDARDS**

The contractor shall comply with the following applicable regulations, publications, manuals, and local policies and procedures:

NUREG-1379, NRC Editorial Style Guide.  
<http://pbadupws.nrc.gov/docs/ML0932/ML093280744.pdf>

**C.6 DELIVERABLES AND DELIVERY SCHEDULE**

Section #	Deliverable	Due Date	Format	Submit to
C.4	<b>Task 1.1:</b> Draft report for comment describing the sites chosen for analysis and relevant information for use in Task 1.1	3 months after kickoff meeting	NUREG Style Electronic Word Document	COR
C.4	<b>Task 1.1:</b> Final report incorporating NRC comments on the draft report describing the sites chosen for analysis and relevant information for use in Task 1.1	10 business days after receiving NRC	NUREG Style Electronic Word Document	COR
C.4	<b>Task 1.2:</b> SSHAC Level 2 Project Plan (developed with NRC staff) for NRC review	1 month after securing SSHAC participant team	Electronic Word Document	COR
C.4	<b>Task 1.2:</b> Draft SSHAC documentation for PPRP and NRC review and comment	TBD	Electronic Word Document	COR

C.4	<b>Task 1.2:</b> Final SSHAC documentation with responses to PPRP comments	TBD	Electronic Word Document	COR
C.4	<b>Task 1.3:</b> Draft letter report describing outcome of Subtask 1.3	TBD	Electronic Word Document	COR
C.4	<b>Task 1.3:</b> Final letter report describing outcome of Subtask 1.3 and incorporating NRC staff comments	TBD	Electronic Word Document	COR
C.4	<b>Task 1.4:</b> Draft technical basis document describing recommendations for guidance updates	TBD	NUREG Style Electronic Word Document	COR
C.4	<b>Task 1.4:</b> Final technical basis document describing recommendations for guidance updates and including responses to NRC staff comments	TBD	NUREG Style Electronic Word Document	COR
C.4	<b>Task 2:</b> Template of data to be collected for NRC approval	TBD	Electronic Word Document	COR
C.4	<b>Task 2:</b> Proposed framework for database for storing collected data sets	TBD	Electronic Word Document	COR
C.4	<b>Task 2:</b> Database framework with test case population for NRC review and approval	TBD	Electronic Word Document	COR

C.4	<b>Task 2:</b> Populated database with data collected as part of Task 2	TBD	Electronic Excel Spreadsheet	COR
C.4	<b>Task 2:</b> Letter report to document outcome of the test case comparison to generic profiles	TBD	Electronic Word Document	COR
C.4	<b>Task 3:</b> Summary report documenting development and implementation of modifications to software and fractiles	TBD	Electronic Word Document	COR
C.4	<b>Task 3:</b> Letter report documenting incorporation of NGA-East model	TBD	Electronic Word Document	COR
C.4	<b>Task 3:</b> Updated documentation or user manual for software package	TBD	Electronic Word Document	COR

Each month, the contractor will provide a Monthly Letter Status Report per Section F.2 of the Base Contract. This report is due no later than the 20<sup>th</sup> calendar day of the following month and will be provided in PDF format. If no work was performed during the prior month, the contractor shall not prepare and submit an MLSR.

In all deliverables, include the following information: Cost Center No., Task No., the applicant, the facility, CAC No., and NRC/RES Branch. The contractor shall provide any data produced under this contract to the COR at the conclusion of the task order.

The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the COR, and deliver the final version of the deliverable, unless otherwise specified in the deliverable table. When mutually agreed upon between the contractor and the COR, the contractor may submit preliminary or partial drafts to ensure the contractor understands the particular work requirement.

## Technical Directions

The COR may issue Technical Directions (TDs) throughout the duration of this task order. These TDs must be within scope of the task order SOW and shall not constitute new assignments of work or changes of such a nature as to constitute a change to the task order cost or period of performance. Any modifications to the scope of work, cost, or period of performance of this task order must be issued by the Contractor Officer (CO) and will be coordinated with the COR. The COR may issue TDs for the purpose of making adjustments or clarifications to the timing and performance of the tasks and/or the delivery schedule of the documents within this task order.

In the event that the contractor believes that any of these TDs have an impact in terms of changing the scope, cost or period of performance of the task order, prior to taking action on the TD in question, the contractor shall immediately inform the task order CO and request appropriate guidance prior to taking action on the TD in question.

## C.7 REQUIRED LABOR CATEGORIES AND ESTIMATED LEVEL OF EFFORT

### Labor Categories (Key Personnel)

**Program Manager:** The Contractor shall provide a Program Manager who shall be responsible for the performance of the work. The Program Manager shall have full authority to act for the Contractor on all contract/order matters relating to daily operation of this order. The Program Manager shall have at a minimum, B.S. in science or engineering with at least 6 years of project management experience or M.S. in science or engineering with at least 4 years of project management experience, and experience in NRC natural hazard projects, including experience with the NRC's Senior Seismic Hazard Analysis Committee (SSHAC) guidance and process. The Program Manager shall also have significant experience with program or project management and NRC regulatory requirements. The Program Manager will support all of the Tasks.

**Subject Matter Expert(s):** The Contractor shall provide an appropriate number and staff of qualified Subject Matter Experts (SMEs) who shall be responsible for the performance of the work and the task assignments for this order. The SMEs shall have expert experience in

**Geology/Seismology (Senior)-** The contractor shall provide a senior staff SME with specific expertise in seismology and geology, including an understanding of Central and Eastern United States stratigraphy and related geotechnical properties with considerable experience in SSHAC and in supporting seismic hazard reviews. This SME will support all of the Tasks.

**Geology:** The contractor shall provide one or more SMEs with extensive experience in geology, including evaluating subsurface profiles and interpreting geologic data.

**Computer Science/Database Development:** To support Task 2, the Computer Science/Database development expert shall have experience developing user-friendly databases, including front-end interfaces for use in storing, organizing, and filtering data collected as part of Task 2.

**Public Outreach:** To support Optional Task 4.3 (optional), the contractor shall provide an SME with experience in public outreach; specifically, collecting and dispositioning public comments, assisting NRC staff with public interactions, and providing plain-language summaries of information.

**GIS/Remote Sensing:** To support optional Task 5, the GIS/Remote Sensing expert shall have experience interpreting remote sensing data, such as LiDAR, for application in geological and hazard assessments.

**PSHA Software Developer:** To support Task 3, the contractor shall provide a subject matter expert or engage the services of a consultant with specific expertise in NRC Probhaz, CEUS Probhaz, mrs, faultsrc, and associated pre- and post-processing scripts.

It is the responsibility of the contractor to assign technical staff, employees, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet both technical and regulatory objectives of the work specified in this Statement of Work (SOW). The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this project including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful.

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

The COR will provide the contractor with any needed documentation prior to initiating work on a specific task. No other property is anticipated to be needed.

## **C.9 PLACE OF PERFORMANCE**

Work will be performed at Center for Nuclear Waste Regulatory Analyses (CNWRA) facilities, except for travel as identified in Section C.10.

## C.10 CONTRACTOR MEETINGS/TRAVEL

For purposes of preparing a proposal, assume the following meeting and travel requirements which include optional tasks:

Task	Purpose	Year	# of trips	# of travelers	# of days
Kickoff Meeting		2018	1	2	3
1.4	Team Meeting	2018	1	2	3
2.2	Team Meeting	2019	1	2	3
4.2 (optional)	Team Meeting	2020	2	3	4
4.3 (optional)	Team Meeting	2020	1	3	4

The contractor shall request and obtain written approval from the COR before incurring any travel costs. The contractor shall be authorized travel expenses consistent with the Federal Travel Regulations and the limitation of funds for this task order.

## C.11 SECURITY

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.



## **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 31310018D0002/31310018F0076

(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 the effective date of the task order and will expire on March 30, 2020. The term of this task order may be extended at the option of the Government for additional Option Periods. The option periods of this task order will only be exercised should the base contract option periods be exercised. If exercised Section I.8 Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) is applicable.

Base Period: Effective Date through March 30, 2020

Option Period(s):

Optional Tasks period of performance will be determined at time of execution.

(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: Scot Stovall, COR  
Telephone Number: 301-415-2405  
Email: [Scott.Stovall@nrc.gov](mailto:Scott.Stovall@nrc.gov)

Thomas Weaver, Alternate COR  
Telephone Number: 301-415-2383  
Email: [Thomam.Weaver@nrc.gov](mailto:Thomam.Weaver@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)

**G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT - ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed **\$22,604 (Base Period)** without the prior approval of the contracting officer. The amount will increase as follows, upon exercise of any option periods.

(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.

## 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:

[REDACTED]

[REDACTED]

[REDACTED]

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)

## **OTHER CONTRACT CLAUSES**

The contractor must be mindful that all clauses are fully effective and applicable to this task order. Specifically the COR has requested unescorted access to NRC. Therefore the following clauses which are part of the basic award are hereby referenced:

SECTION H - Special Contract Requirements

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

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

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

<b>Attachment Number</b>	<b>The following Attachments 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