

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/28/2018		2. CONTRACT NO. (If any) 31310018D0002		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310018F0093		4. REQUISITION/REFERENCE NO. RES-18-0390		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: a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 6220 CULEBRA RD				<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
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)) <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				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/31/2019	16. DISCOUNT TERMS 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall provide services in accordance with the Statement of Work entitled, "Update Input Parameter Recommendations for MACCS COMIDA2 File." Task Order Ceiling: \$87,502.00 Continued ...					

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						\$87,502.00
c. CITY PARKERSBURG		d. STATE WV	e. ZIP CODE 26106-1328			17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 09/28/2018		23. NAME (Typed) SHARLENE M. MCCUBBIN TITLE: CONTRACTING/ORDER NG OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/28/2018	CONTRACT NO. 31310018D0002	ORDER NO. 31310018F0093
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order Obligations: \$87,502.00 Task Order Period of Performance: 09/28/2018 to 05/31/2019 Accounting Info: 2018-X0200-FEEBASED-60-60D003-60B306-1038-11 -7-184-251A-11-7-184-1038 Period of Performance: 09/28/2018 to 05/31/2019					

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

\$0.00

CONTRACTOR ACCEPTANCE OF TASK ORDER 31310018F0093

Acceptance of Task Order No. 31310018F0093 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. 31310018F0093 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:

Update Input Parameter Recommendation for MACCS COMIDA2 File

(b) Summary work description:

The objective of this task order is to obtain technical assistance with identifying appropriate updates, if needed, to COMIDA2 parameters for MACCS as described in NUREG/CR-6613 Volume 2.

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

(a) The total ceiling of this contract for the products/services under this contract is **\$87,502**

(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 **\$87,502** of which [REDACTED] represents costs and [REDACTED] represents fixed-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.

(e) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 85 percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed 15 percent of the total fee or \$100,000, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is [REDACTED]

B.3 PRICE/COST SCHEDULE

Total Estimated Cost and Fixed-Fee breakdown by CLIN is presented below.

[REDACTED]	[REDACTED]	[REDACTED]
TOTAL ESTIMATED COST AND FIXED-FEE		\$ 87,502.00

SECTION C – Descriptions/Specifications/Statement of Work

Statement of Work

Fee Recoverable: Non Fee Recoverable

CAC Number: KF0090

1. PROJECT TITLE

Update Input Parameter Recommendations for MACCS COMIDA2 File.

2. BACKGROUND

The Office of Nuclear Regulatory Research, Division of System Analysis, Accident Analysis Branch (RES/DSA/AAB) plans, develops, and manages analytical and experimental research projects on the progression, response, and offsite consequences of postulated severe accidents; and performs safety analyses of nuclear power plant systems. This work includes safety and security analyses; including postulated severe accident analyses of accident progression in reactor vessel, containment, and postulated accidents from spent fuel storage and transportation. State-of-the-art analytical techniques are used to develop realistic best estimates of the potential effects (consequences) to the public of low-likelihood nuclear power plant and spent fuel storage and transportation accidents which could release radioactive material into the environment. AAB models accident progression in order to estimate the magnitude and timing of radioactive release into the environment to estimate site-specific consequences (e.g. health effects). The experimental research projects support NRC's knowledge and understanding of severe accidents, and they support NRC's models with experimental data. AAB provides consultation to other NRC offices regarding safety or licensing decisions, development of guidance, or other regulatory needs, and partners with USDOE, universities, laboratories, and other national and international research centers. Also manages the Agency long-term research program and research for advanced reactor designs.

To accomplish regulatory research tasks, AAB use various computer codes including MELCOR Consequence Analyses Code System (MACCS). MACCS suite of computer codes is used to evaluate the impacts of atmospheric releases of radioactive aerosols and vapors on human health and the environment. The COMIDA2 code is a preprocessor code to MACCS that is used to estimate dose-to-source ratios from ingestion of contaminated foodstuffs. The output file produced by COMIDA2 is used by the MACCS code to project whether and for how long agricultural products would be interdicted, and to estimate collective radiological doses for areas that are not subject to interdiction.

3. OBJECTIVE

The recommended values for use with the COMIDA code have not been systematically reviewed since the publication of the code manual (NUREG/CR-6613 Volume 2, Chanin and Young 1998). Although many of the recommendations in Volume 2 of NUREG/CR-6613 may

still represent the most current information, it is prudent to review current state of practice in radioecological modeling to determine whether updates to recommended parameter values are warranted. The objective of this task order is to obtain technical assistance with identifying appropriate updates, if needed, to COMIDA2 parameters for MACCS as described in NUREG/CR-6613 Volume 2. This work supports cost-benefit work and parameter guidance work since it would primarily relate to SAMA/SAMDA or Regulatory Analysis work.

4. SCOPE OF WORK

Task 1 – Kick-Off Meeting

The Contractor shall participate in a kick-off meeting with the 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 Contractor shall prepare a written summary of the meeting that documents the meeting discussions and action items identified during the meeting.

Task 2 – Assessment of Recommended Input Parameter Values for the COMIDA2 Food Chain Model

The contractor shall perform the following tasks related to updating recommendations for selecting input parameters for use with the MACCS COMIDA2 model.

- **Subtask 2.1:** Review recommended input parameters used to develop MACCS COMIDA2 files as documented in [NUREG/CR-6613 Volume 2](#). Identify any recommended updates to these parameters. The contractor shall prepare a draft technical report that describes any recommended updates and the technical basis for the recommendations.
- **Subtask 2.2:** Identify COMIDA2 input parameters in [NUREG/CR-6613 Volume 2](#) likely to be site- or region-specific and provide recommendations on how a user could develop those parameters. The contractor shall identify sources of information that a user could consult to develop site- or region specific parameter values. The contractor shall prepare a draft technical report that documents the recommendations along with the basis for the recommendations.
- **Subtask 2.3:** Identify important uncertain or site-specific input parameters by performing quantitative sensitivity analyses using the MACCS code to demonstrate the sensitivity of population dose and economic costs to recommended changes in COMIDA2 input parameters per subtask 2.1 above. The contractor shall prepare a draft technical report that identifies the important uncertain or site-specific input parameters and characterizes the sensitivity of MACCS code outputs to changes in these inputs

Task 3 – Final Documentation

The Contractor shall document the work performed under Task 2 in a single consolidated final technical report. A draft of the final technical report shall be provided in advance of the

final report to allow for NRC review and comment. The final report shall incorporate NRC comments.

5. APPLICABLE DOCUMENTS AND STANDARDS

Chanin, D. and M. Young (1998). Code Manual for MACCS2: Volume 2, Preprocessor Codes COMIDA2, FGRDCF, IDCF2 (NUREG/CR-6613). Sandia National Laboratories, Albuquerque, NM (ML17047A444)

Abbott, M. L. and A. Rood (1993). COMIDA: a radionuclide food chain model for acute fallout deposition (EGG-GEO-10367), Idaho National Engineering Laboratory, EG&G Idaho Inc. U.S. Department of Energy Office of Scientific and Technical Information (OSTI), Washington, DC.

6. DELIVERABLES AND DELIVERY SCHEDULE

Deliverable Schedule

Task	Deliverable Description	Quantity/Media	Due Date	Submit to
1	Kick-Off Meeting Summary	Email	one week after completion of kickoff meeting	COR
2.1	Subtask 2.1 Draft Technical Report	Electronic document, (Adobe PDF or MS Word), 1 copy on CD-ROM or via email/electronics download	45 days after initiation of contract	COR
2.2	Subtask 2.2 Draft Technical Report	As above	90 days after initiation of contract	COR
2.3	Subtask 2.3 Draft Technical Report	As above	120 days after initiation of contract	COR
3	Draft Final Technical Report for NRC review and comment	As above	135 days after initiation of contract	COR
4	Final Report	As above	180 days after initiation of contract	COR
	*Monthly Letter Status Report (MLSR) per Section F.2 of the Base Contract	20 th day of the following month	Electronic Adobe PDF	CO/COR

Upon request by the COR, the contractor shall make available any scientific notebooks, calculation worksheets, or MACCS or COMIDA input or output files used to support the development of the deliverables listed above.

7. REQUIRED LABOR CATEGORIES

It is expected that staff performing technical work or key personnel will have background and experience in the following areas:

- Nuclear Engineering
- Radiation Protection and Health Physics
- Dose assessment
- Radioecology
- Radiological Engineering
- Consequence Analysis
- MACCS computer code

This evaluation requires an understanding of MACCS as well as offsite consequence analysis phenomenology. Knowledge in all technical elements of offsite consequence modeling including radionuclide release, atmospheric transport and dispersion, site data, weather data, emergency response and protective actions, exposure pathways, health effects, and offsite costs is required to perform analyses with MACCS code.

The Contractor shall also 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. 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.

8. GOVERNMENT-FURNISHED PROPERTY

It is understood that SWRI has access to MACCS computer code. A copy of the code and associated documentation will be provided by the COR if requested.

9. PERIOD OF PERFORMANCE

Refer to Section F.1 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

10. PLACE OF PERFORMANCE

Work will be performed at the contractor's site except for travel identified below in Section 10.

11. SPECIAL CONSIDERATIONS

TRAVEL

The following travel may occur under this task order:

- FY 19: Two, two-person, 1-day trips to NRC headquarters

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

SECURITY

The work expected under this task order is unclassified and not sensitive.

KEY PERSONNEL

Refer to Section H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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 Regulatory Research, under Contract number 31310018D0002/31310018F0093.

(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 September 28, 2018 and will expire on May 31, 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:

NRC COR:

[REDACTED]

[REDACTED]

[REDACTED]

(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.

(d) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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 [REDACTED] without the prior approval of the contracting officer.
- (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.

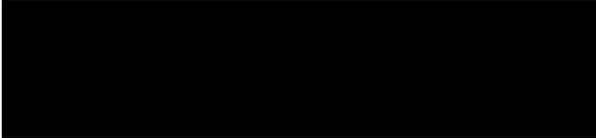
(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate 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:



*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)

SECTION J - List of Documents, Exhibits and Other Attachments

The following attachments were provided under the Base Contract and are applicable to this task order:

- Template Contractor Spending Plan
- Monthly Letter Status Report Instructions for Contracts and Orders
- Billing Instructions Cost Reimbursement Type Contracts
- Organizational Conflicts of Interest