

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 32

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

| | | | | | |
|--|--|---|--------------------------|---|--|
| 1. DATE OF ORDER 04/12/2019 | | 2. CONTRACT NO. (If any) 31310018D0002 | | 6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION | |
| 3. ORDER NO. 31310019F0022 | | 4. REQUISITION/REFERENCE NO. NRO-19-0023 | | 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 REFERENCE YOUR: _____ _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. | <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |
| d. CITY SAN ANTONIO | | e. STATE TX | f. ZIP CODE 782385166 | | |
| 9. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | 10. REQUISITIONING OFFICE OFFICE OF NEW REACTORS | |

| | | | | | |
|--|---|---|---|-------------------------------------|--------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | | 12. F.O.B. POINT |
| <input type="checkbox"/> a. SMALL | <input checked="" type="checkbox"/> b. OTHER THAN SMALL | <input type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone | |
| <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED | <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM | <input type="checkbox"/> h. EDWOSB | | | |
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/31/2020 | | 16. DISCOUNT TERMS 30 |
| a. INSPECTION Destination | b. ACCEPTANCE Destination | | | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | The Contractor shall provide services in accordance with the Statement of Work entitled, "Technical Support to NRC for Observation of SSHAC Workshops and Development of Staff Guidance Related to Pre-Application Geologic and Seismic Hazard 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 | 17(i) GRAND TOTAL |
| b. STREET ADDRESS (or P.O. Box) | ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328 | | | | \$613,400.00 | |
| c. CITY PARKERSBURG | | d. STATE WV | e. ZIP CODE 26106-1328 | | | |

| | | | | | |
|---|--|------------|--|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature) | | 04/12/2019 | | 23. NAME (Typed) JENNIFER A. DUDEK TITLE: CONTRACTING/ORDERING OFFICER | |
|---|--|------------|--|--|--|

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

| | | |
|-----------------------------|-------------------------------|----------------------------|
| DATE OF ORDER 04/12/2019 | CONTRACT NO. 31310018D0002 | ORDER NO. 31310019F0022 |
|-----------------------------|-------------------------------|----------------------------|

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | Evaluations of Proposed New Nuclear Power Plant Sites." Task Order Base and All Options: \$613,400.00 [REDACTED] Task Order Obligation Amount: \$207,765.00 Accounting Info: 2019-X0200-FEEBASED-25-25D100-1030-17-4-151- 251A-17-4-151-1030 Period of Performance: 04/01/2019 to 03/31/2020 | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

This confirms the verbal authorization that was provided to Southwest Research Institute on April 01, 2019, to begin work under the subject task order, with a temporary ceiling of \$40,000.00. In accordance with Section G.4 TASK ORDER PROCEDURES of Contract No. 31310018D0002 this definitizes Task Order No. 31310019F0022. The effort shall be performed in accordance with the enclosed Statement of Work.

CONTRACTOR ACCEPTANCE OF TASK ORDER 31310019F0002

Acceptance of Task Order No. 31310019F0022 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. 31310019F0022 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 Support to NRC for Observation of SSHAC Workshops and Development of Staff Guidance Related to Pre-Application Geologic and Seismic Hazard Evaluations of Proposed New Nuclear Power Plant Sites

(b) Summary work description:

The objective of this task order is to acquire technical expertise from the Contractor for supporting NRC staff during SSHAC workshops related to pre-application geologic and seismic hazard evaluations conducted by applicants for proposed new nuclear power plant sites. Specifically, the Contractor shall provide support as invited observers of SSHAC workshops conducted by applicants for the proposed nuclear power plants. The NRC Contracting Officer's Representative (COR) will obtain invitations for Contractor staff and any consultants used to attend the workshops as observers on behalf of the NRC in conjunction with NRC staff. The Contractor shall also assist the NRC with developing guidance related to evaluating site-specific non-seismic geologic hazards.

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

(a) The total ceiling of this contract for the products/services under this contract is \$ [REDACTED]. The amount will increase upon exercise of Option Periods and/or Optional Tasks as shown in Section B.3.

(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 **\$207,765.00** 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.

| CLIN | Description | Est Cost | Fixed Fee | Total Cost Plus Fixed Fee |
|--------------|-------------|------------|------------|---------------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Total | | [REDACTED] | [REDACTED] | \$613,400.00 |

Total Estimated Cost and Fixed-Fee breakdown by cost element per base and option task is presented below.

| DESCRIPTION | Estimated Amount Base Period | Estimated Amount Option Period 1 | Estimated Amount Option Period 2 | Total Estimated Costs Inclusive of Option Periods |
|--|------------------------------|----------------------------------|----------------------------------|---|
| [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] |
| Total Estimated Costs and Fixed-Fee | [REDACTED] | [REDACTED] | [REDACTED] | \$613,400.00 |

SECTION C – Descriptions/Specifications/Statement of Work

**COVER PAGE ADDENDUM FOR
TASK ORDER STATEMENT OF WORK (SOW)**

| | |
|--------------------------------------|--|
| Project Title | Technical Support to NRC for Observation of SSHAC Workshops and Development of Staff Guidance Related to Pre-Application Geologic and Seismic Hazard Evaluations of Proposed New Nuclear Power Plant Sites |
| Job Code/Cost Center | 1030 |
| Task Area | Licensing Support |
| Budget & Reporting Number | 17-4-151 |
| NRC Issuing Office | Office of New Reactors (NRO) |
| Fee Recoverable | NO |
| TAC Numbers | N/A |
| Docket Number | N/A |

TASK ORDER STATEMENT OF WORK

C.1 PROJECT TITLE

Technical Support to NRC for Observation of SSHAC Workshops and Development of Staff Guidance Related to Pre-Application Geologic and Seismic Hazard Evaluations of Proposed New Nuclear Power Plant Sites

C.2 BACKGROUND

To meet regulatory requirements specified in 10 CFR Part 100.23(c), an applicant shall investigate the geologic, seismic, and engineering characteristics of a site and its environs in sufficient scope and detail to permit an adequate evaluation of the proposed site; provide sufficient information to support evaluations performed to derive estimates of the Safe Shutdown Earthquake (SSE) Ground Motion; and permit adequate engineering solutions to actual or potential geologic and seismic effects at the proposed site. In addition, as specified in 10 CFR Part 100.23(d)(1), an applicant shall address the uncertainties inherent in estimates of the SSE through an appropriate analysis, such as a probabilistic seismic hazard assessment (PSHA), or suitable sensitivity analyses. Consistent with Regulatory Guide 1.208, "A Performance-Based Approach to Define the Site Specific Earthquake Ground Motion," the PSHA should allow use of multiple seismic source models to estimate the likelihood of earthquake ground motions occurring at a site and systematically take into account the uncertainties in PSHA input parameters related to seismic source characteristics, recurrence and maximum magnitude of earthquakes within a seismic source, and engineering estimates of earthquake ground motion derived from attenuation relationships. Consistent with Section 2.5.2, "Vibratory Ground Motion," of NUREG-0800, "Standard Review Plan," applicants evaluating earthquake potential and characterizing the associated uncertainty for sites assessed using methods other than the Central and Eastern U.S.- Seismic Source Characterization (CEUS-SSC) method and related databases, or for sites outside the CEUS, should use the Senior Seismic Hazard Analysis Committee (SSHAC) methodology, the structured process for which is described in NUREG/CR-6372, "Recommendations for Probabilistic Seismic Hazard Analysis: Guidance on Uncertainty and Use of Experts." Consistent with current practice as described in NUREG-2213, "Updated Implementation Guidelines for SSHAC Hazard Studies," the SSHAC methodology can be implemented for assessing both potential geologic and seismic hazards at a proposed site. The SSHAC methodology specifically includes overview of the SSHAC process, results, and conclusions by a Participatory Peer Review Panel (PPRP). While seismic hazard should be assessed using the SSHAC methodology and a PSHA, for certain proposed sites, an applicant may also consider implementing the SSHAC methodology to probabilistically evaluate potential non-seismic geologic hazards (e.g., volcanism).

C.3 OBJECTIVE AND SCOPE OF WORK

The objective of this task order is to acquire technical expertise from the Center for Nuclear Waste Regulatory Analyses (CNWRA), the Contractor, for supporting NRC staff during SSHAC workshops related to pre-application geologic and seismic hazard evaluations conducted by applicants for proposed new nuclear power plant sites. Specifically, the Contractor shall provide support as invited observers of SSHAC workshops conducted by applicants for the proposed nuclear power plants. The NRC Contracting Officer's Representative (COR) will obtain invitations for Contractor staff and any consultants used to attend the workshops as observers on behalf of the NRC in conjunction with NRC staff. The Contractor shall also assist the NRC with developing guidance related to evaluating site-specific non-seismic geologic hazards. The Contractor shall conduct the work under this task order in accordance with the work descriptions shown below for Tasks 1, 2, 3, and 4.

Frequent communications between Contractor staff, the NRC technical team, and the NRC COR are anticipated. Meetings between Contractor and NRC staff members will be conducted as needed. Such communications with NRC staff may result in information subject to hearing file requirements under 10 CFR Part 2. Under that circumstance, the NRC COR will identify the types of records the Contractor must provide to the NRC for inclusion in the hearing file.

Tasks 1, 2, and 3 under this task order shall be conducted for the pre-application SSHAC studies performed by applicants for proposed nuclear power plant sites. Certain proposed sites may exhibit geologic features and associated processes or seismic characteristics that require specialized technical expertise to provide insight to NRC staff regarding an applicant's approach to implementing the SSHAC methodology for adequately addressing the potential hazard related to those features, processes, and characteristics. In those instances, and if required, the Contractor shall use qualified personnel who possesses the essential technical expertise, as specified in Section C.8. The Contractor shall ensure the successful execution of tasks 1, 2, and 3 and ensure all deliverables are appropriate and timely to provide insight to NRC staff with assessing an applicant's pre-application geologic and seismic hazard evaluations for proposed new nuclear power plants.

Task 4 under this task order shall be conducted to provide assistance in the preparation of an Interim Staff Guidance (ISG) document to assist NRC staff with addressing volcanism and associated volcanic processes at sites where volcanic features are present because volcanism and its associated processes have the potential to create a natural geologic hazard. Preparation of that document shall involve qualified personnel with the specific expertise necessary to provide insight to NRC staff regarding an applicant's approach to adequately addressing the potential hazard related to site-specific volcanism and associated volcanic processes, including adequacy of the applicant's descriptions of volcanic features and processes at the site. The Contractor shall ensure the successful execution of task 4 and ensure all deliverables are appropriate and timely to support development of the draft and final ISG document on volcanic hazard for the NRC. Development of the final ISG document shall involve support from the Contractor to assist the NRC with incorporating the required public comments on the draft ISG into the final ISG document. If the NRC deems direct public interaction is necessary for producing the final ISG document, the Contractor shall assist the NRC with planning, organizing, and facilitating a public meeting as necessary to allow discussion of pertinent public comments on the draft document. The volcanism expert shall be involved in such a public meeting, as required, if it occurs. The Contractor shall assist the NRC with formatting and production of the final ISG document on volcanic hazard.

C4. SPECIFIC TASKS

Task 1 – Prepare for Observation of SSHAC Workshops (Anticipated to Occur in the Base Year for SSHAC Projects #1 and #2)

Prior to observation of the SSHAC workshops, the Contractor shall review pertinent regulatory requirements and guidance as well as background information identified by the NRC COR to ensure familiarity with these materials. The materials can include, but may not be limited to, pre-application information provided by the applicant; the applicant's SSHAC project plans, if available; regulatory

requirements in 10 CFR Part 100.23; pertinent sections of NUREG-0800; NRC Regulatory Guide 1.208; NUREG/CR-6372; and NUREG-2213. Although no formal deliverables are associated with this task, review of pertinent materials must be conducted sufficiently in advance of the SSHAC workshops to enable the Contractor to prepare for observing the workshops. The reviews conducted by the Contractor should be documented in a Monthly Letter Status Report (MLSR). No travel is associated with Task 1.

Task 2 – Participate as Invited Observers in Plant-Specific Kickoff Meetings, SSHAC Workshops and Related Meetings, and Pertinent Geologic Field Trips Conducted by the Applicant (Anticipated to Occur in the Base Year and Option Years 1 and 2 for SSHAC Projects #1 and #2)

As directed by the NRC COR, the Contractor shall participate as invited observers in all SSHAC workshops and geologic field trips conducted by the applicant for each proposed new nuclear power plant to support NRC staff during the applicant's pre-application evaluation of geologic and seismic hazards. This support will provide insight to the NRC regarding an applicant's approach to implementing the SSHAC methodology for adequately addressing potential hazards related to geologic features and associated processes and seismic characteristics at the plant sites, including adequacy of the applicant's descriptions of those features, processes, and characteristics. The Contractor shall prepare reports to summarize and evaluate the information discussed at the workshops, to include input from any consultants used. If the Contractor also participates as invited observers in kickoff meetings, the Contractor shall also summarize and evaluate the information discussed, to include input from any consultants used, and incorporate that information into the first SSHAC workshop report. Anticipated content of these reports is described below under Subtasks 3a and 3b.

Travel by the Contractor will occur in accordance with the applicant's schedules for kickoff meetings, SSHAC workshops and related meetings (e.g., the final PPRP briefing), and pertinent geologic field trips to locations determined by the applicant. The NRC COR will approve all travel for the Contractor.

Subtask 2a: Participate in 1 SSHAC kickoff meeting for SSHAC Project #2 during the Base Year to support NRC staff during the applicant's pre-application evaluation of geologic and seismic hazards, as described above for Task 2.

Subtask 2b: Participate in 3 SSHAC workshops, 2 for SSHAC Project #1 (Workshops 1 and 2) and 1 for SSHAC Project #2 (Workshop 1) during the Base Year to support NRC staff during the applicant's pre-application evaluation of geologic and seismic hazards, as described above for Task 2.

Subtask 2c: Participate in 3 SSHAC workshops or related meetings, 1 for SSHAC Project #1 (Workshop 3), 1 for SSHAC Project #2 (Workshop 2), and one for the final PPRP briefing for SSHAC Project #1 during Option Year 1 to support NRC staff during the applicant's pre-application evaluation of geologic and seismic hazards, as described above for Task 2.

Subtask 2d: Participate in 2 SSHAC workshops or related meetings, 1 for SSHAC Project #2 (Workshop 3) and one for the final PPRP briefing for SSHAC Project #2 during Option Year 2 to support NRC staff during the applicant's pre-application evaluation of geologic and seismic hazards, as described above for Task 2.

Task 3 – Prepare Summary Reports for Kickoff Meetings, SSHAC Workshops and Related Meetings, and Geologic Field Trips (Anticipated to Occur in the Base Year and Option Years 1 and 2 for SSHAC Projects #1 and #2)

Subtask 3a: For each SSHAC workshop, related meeting (e.g., the final PPRP briefing), or geologic field trip attended for each individual plant site, the Contractor shall prepare a draft report to summarize and evaluate results of the workshop, the related meeting, and the geologic field trip, to include input from any consultants involved. The report shall include important issues raised, conclusions drawn, and action items defined that could assist the NRC during the applicant's pre-application geologic and seismic hazard evaluations for proposed new nuclear power plants. If the Contractor also participates as invited observers in kickoff meetings, the Contractor shall also summarize and evaluate the information discussed, to include input from any consultants used, and incorporate that information into the first SSHAC workshop report. After review of the draft report by the NRC COR, the Contractor shall prepare a revised final report addressing any comments made by the COR. Preparation of these reports for each individual plant site is anticipated during the Base Year and Option Years 1 and 2. No travel is required for Subtask 3a.

Subtask 3b: Upon completion of all SSHAC workshops, related meetings, and geologic field trips for each plant site, the Contractor shall prepare a draft SSHAC workshop report for each proposed nuclear power plant site that summarizes all issues and conclusions from the individual workshop reports for each plant site, to include information based on any geologic field trips attended and any related meetings (e.g., the final PPRP briefing). After review of the draft report by the NRC COR, the Contractor shall prepare a revised report addressing any comments made by the COR. Preparation of these reports that combine information from all individual reports prepared for each plant site are also anticipated during the Base Year and Option Years 1 and 2. No travel is required for Subtask 3b.

Task 4 – Provide Technical Support for the Preparation of an Interim Staff Guidance Document on Site-Specific Volcanic Features and Processes for Assessing Potential Hazard Related to Volcanism (Anticipated to Occur in the Base Year and Option Year 1 for SSHAC Project #2)

Subtask 4a: The Contractor shall prepare an initial draft ISG document specifically addressing potential hazards resulting from volcanic features and associated volcanic processes, deemed necessary to assess volcanic features and associated processes. The document shall be prepared by a technical expert with specific expertise in volcanology. If the NRC determines that it is appropriate to work with representatives of industry in development of the draft ISG, the Contractor shall attend workshops and writing sessions with NRC staff and industry representatives for preparing the initial ISG document on volcanic hazard. These meetings will likely be held at or near NRC headquarters in Rockville, MD. The ISG document will assist the NRC with assessing an applicant's pre-application treatment of potential site-specific hazards related to volcanic features and processes. The ISG document shall directly address volcanic features and associated processes that occur at a site for a proposed new nuclear power plant. The ISG document shall include a detailed discussion of an acceptable approach for evaluating volcanic hazards at a proposed site and be prepared specifically to assist NRC staff during the applicant's pre-application geologic hazard evaluations for a proposed new nuclear power plant.

The discussion should include recommendations for an initial screening rationale focused on identification of potentially hazardous volcanic sources; specification of data necessary for adequately characterizing the potential hazard from those sources; definition of the potentially hazardous event based on probability of occurrence; and evaluation of the potential hazard based on a probabilistic hazard assessment. The Contractor shall assist with preparing the initial draft ISG document on volcanic hazard for public review in coordination with NRC staff, as well as industry representatives as necessary, to enable the NRC to submit the initial draft ISG document for the required 30-day public comment period in a timely manner. It is anticipated that the initial draft ISG document on volcanic hazard will be prepared during the Base Year.

Subtask 4b: The Contractor shall assist the NRC with reviewing and responding to public comments on the initial draft ISG document on volcanic hazard after the 30-day public comment period and start preparation of a version of the ISG document that incorporates all pertinent public comments. It is anticipated that this second version of the ISG document on volcanic hazard, which will be enhanced by the public comments, will be prepared during the Base Year and as early as possible in Option Year 1.

Subtask 4c: If the NRC determines that there is a need to conduct a public meeting to discuss public comments on the initial draft ISG, the Contractor shall assist the NRC with planning, facilitating, and documenting the discussions that occur during the meeting. The documentation shall consist of a summary report containing information discussed during the public meeting. The volcanism expert shall participate in the public meeting, which will further enhance the ISG document on volcanic hazard by clarifying any issues that were raised during the 30-day public comment period. It is anticipated that the second version of the ISG document on volcanic hazard, which will be enhanced by the public comments, will be completed as early as possible in Option Year 1.

Subtask 4d: The Contractor shall assist the NRC with incorporating pertinent public comments, derived from both the 30-day public comment period and the public meeting, if it occurs, into the ISG document on volcanic hazard to produce the final ISG document. The Contractor will also assist the NRC with formatting the final ISG to meet NRC standards and preparing the document for publication. It is anticipated that the final ISG document on volcanic hazard will be completed during Option Year 1, preferably before the end of FY20.

C5. APPLICABLE DOCUMENT AND STANDARDS

The following regulatory requirements and guidance are applicable to this task order and can be found at <http://www.nrc.gov/reading-rm/doc-collections>. If necessary, any references that are not available at this website will be provided to the Contractor by the NRC COR.

1. 10 CFR Part 100.23, "Reactor Site Criteria – Geologic and Seismic Siting Criteria," 81 FR 86910, issued December 2016
2. Regulatory Guide 1.208, "A Performance-Based Approach to Define the Site Specific Earthquake Ground Motion," issued March 2007

3. NUREG-0800, "Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants: LWR Edition," Revision 5, issued July 2014
4. NUREG/CR-6372, "Recommendations for Probabilistic Seismic Hazard Analysis: Guidance on Uncertainty and Use of Experts," issued April 1997
5. NUREG-2213, "Updated Implementation Guidelines for SSHAC Hazard Studies," issued October 2018

C6. DELIVERABLES AND DELIVERY SCHEDULE

Project deliverables for this task order are shown in the following table. All deliverables shall be submitted to the NRC COR electronically in the media indicated. The following identification information shall be included in all written deliverables:

- Job Code/Cost Center
- Name of Applicant
- Plant Name
- Plant Site Name

C.7 DELIVERABLES AND MILESTONES SCHEDULE

| Task and Subtask Numbers | Description of Deliverables | Completion Dates for Deliverables and Milestones | Required Media for Deliverables | Anticipated Timing of Tasks |
|--------------------------------|---|--|--|--|
| Task 1 | Review appropriate regulatory requirements and guidance; any pre-application information provided by the applicant; the applicant's SSHAC project plans, if available; NRC Regulatory Guide 1.208; NUREG/CR-6372; and NUREG-2213 | 1 week after authorization of work or as directed by NRC COR | N/A – No formal deliverable for this milestone | Task 1 extends through Base Year |
| Task 2, Subtasks 2a through 2d | Attend all SSHAC workshops and related meetings (e.g., the PPRP final briefing) for each proposed plant site and pertinent geologic field trips organized by an applicant for SSHAC Projects #1 and #2 | TBD as directed by NRC COR | N/A – No formal deliverable for this milestone | Subtasks 2a-2d extend through Base Year and Option Years 1 and 2 |
| Subtask 3a | Summary SSHAC Workshop Reports for each workshop and related meeting (e.g., the PPRP final briefing) conducted for each proposed nuclear power plant site, including pertinent geologic field trips organized by an applicant for SSHAC Projects #1 and #2 | 2 weeks after completion of the SSHAC workshop | Electronic report in Microsoft® Word | Subtask 3a extends through Base Year and Option Years 1 and 2 |
| | Revised Summary SSHAC Level Workshop Reports for SSHAC Projects #1 and #2 | 2 weeks after receipt of NRC COR comments | | |
| Subtask 3b | Summary SSHAC Workshop Report combining all individual workshop, related meeting, and geologic field trip reports for each proposed nuclear power plant site for SSHAC Projects #1 and #2 | 4 weeks after final SSHAC workshop for each site | Electronic report in Microsoft® Word | Subtask 3b extends through Option Years 1 and 2 |
| | Revised Final Summary SSHAC Workshop Report combining all individual workshop reports for each proposed nuclear power plant site for SSHAC Projects #1 and #2 | 2 weeks after receipt of NRC COR comments | | |
| Subtask 4a | Prepare the initial draft of the ISG document addressing potential hazards resulting from volcanic features and associated volcanic processes for SSHAC Project #2, incorporating comments from NRC staff and industry representatives as necessary, for sending out for the required 30-day public comment period. | 2 months after comments are received from NRC staff and industry representatives | Electronic report in Microsoft® Word | Subtask 4a extends through Base Year |

| Task and Subtask Numbers | Description of Deliverables | Completion Date for Deliverables and Milestones | Required Media for Deliverables | Anticipated Timing of Tasks |
|---------------------------------|--|---|--|---|
| Subtask 4b | Assist the NRC with reviewing and responding to public comments on the initial draft of the ISG document addressing potential hazards resulting from volcanic features and associated volcanic processes for SSHAC Project #2. Start preparation of a second draft of the ISG document that incorporates pertinent public comments. | 2 months after close of the 30-day public comment period | Electronic report in Microsoft® Word | Subtask 4b extends through Base Year into Option Year 1 |
| Subtask 4c | If the NRC determines there is need to conduct a public meeting to discuss public comments on the draft IGC document addressing volcanic hazard prepared under Subtask 4a for SSHAC Project #2, plan, facilitate, and document the discussions that occur by preparing a summary report containing information discussed during the public meeting. Complete preparation of the second draft of the ISG document started under Subtask 4b. | 2 months after the public meeting | Electronic report in Microsoft® Word | Subtask 4c extends into Option Year 1 |
| Subtask 4d | After incorporating all pertinent comments from NRC staff, industry representatives, and the public on the initial ISG document on volcanic hazard to produce the second draft of that document as specified under Subtasks 4b and 4c for SSHAC Project #2, assist the NRC with preparation of the final ISG document on volcanic hazard. Format the final document to meet NRC standards and prepare the final document for publication. | 6 months after all comments on the final draft ISG have been incorporated | Electronic report in Microsoft® Word | Subtask 4d extends into Option Year 1, but with an anticipated date of completion for the final ISG document before 30 September 2020 |
| All Tasks | Monthly Letter Status Report (MLSR) per Section F.2 of the Base Contract covering SSHAC Projects #1 and #2 | 20 th day of the following month | Electronic report in Microsoft® Word | All Tasks for monthly status through Option Year 2 |

C.8 REQUIRED LABOR CATEGORIES

The Contractor shall provide individuals who have the required educational background and work experience to meet the objectives of the work specified in this task order. Specific qualifications for this work include the following:

Technical Project Manager

The Contractor's Technical Project Manager (TPM) shall have experience in managing work related to participation by CNWRA staff in SSHAC Level 2 or Level 3 workshops, or similar types of projects, and shall also be familiar with the entire SSHAC process. The Contractor's TPM shall support the work performed under all tasks of this task order.

Technical Subject Matter Expert

The Technical Subject Matter Expert shall possess the expertise necessary for addressing potential hazards resulting from volcanic features and associated volcanic processes. The Technical Subject Matter Expert shall have experience in characterizing potential volcanic features and processes using the SSHAC process and performing probabilistic analyses for volcanic hazards. The Technical Subject Matter Expert shall support the work performed under Task 4 of this task order in coordination with NRC staff and the Contractor's TPM.

Clerical Assistant

The Clerical Assistant shall have experience in providing assistance with the production of administrative and technical reports. The Contractor's TPM shall advise the Clerical Assistant regarding the format required for NRC deliverables as necessary.

C.9 GOVERNMENT-FURNISHED PROPERTY AND MATERIAL

The NRC COR will provide the Contractor with any needed pre-application materials received from the applicant that must be reviewed prior to attending a SSHAC workshop. No other government-furnished materials or property are anticipated to be needed by the Contractor.

C.10 PLACE OF PERFORMANCE

The work to be performed under this task order shall be performed at the Contractor's main facility in San Antonio, TX, except for the travel described in Section C.11 of this statement of work. Any subcontractors and/or consultants may work from their locations, but are expected to travel to meeting locations. Some meetings are likely to take place at NRC Headquarters in Rockville, MD, but could also be held at the Contractor's office in Rockville, MD.

C.11 SPECIAL CONSIDERATIONS

TRAVEL

Travel expenses consistent with the Federal Travel Regulation (FTR) and the limitation of funds for this task order shall be authorized for the Contractor. All travel requires prior

written approval from the NRC COR.

The following travel is anticipated under this task order. Currently dates for SSHAC Project #1 are firmer than for SHHAC Project #2. Travel for the Contractor may include that for kickoff meetings, SSHAC workshops, final PPRP briefings, and pertinent geologic field trips organized by an applicant. The Contractor shall assume the following number of trips in the fiscal years shown to estimate travel costs:

| Task Number | Purpose | Fiscal Year | Contract Period ¹ | Estimated Travel Dates | Number of Trips | Number of Travelers | Number of Days | Travel To ² |
|-----------------------|---|---------------------------|------------------------------|---|-----------------|---------------------|--|------------------------|
| 2a (SSHAC Project #2) | Observe SSHAC Project #2 Kickoff Meeting | 2019 | Base Year | TBD (FY19-Q3 or FY19-Q4) | 1 | 2 | 3 with NRC COR approval | Idaho Falls, ID |
| 2a (SSHAC Project #1) | Observe SSHAC Project #1 Field Trip | 2019 | Base Year | TBD (June 2019) | 1 | 1 | 3 with NRC COR approval | Idaho Falls, ID |
| 2b (SSHAC Project #1) | Observe SSHAC Project #1 Workshop 1 | 2019 | Base Year | April 8-12, 2019 | 1 | 1 | 5 with NRC COR approval | Walnut Creek, CA |
| 2b (SSHAC Project #2) | Observe SSHAC Project #2 Workshop 1 | 2020 | Base Year | TBD | 1 | 2 | 5 with NRC COR approval | Idaho Falls, ID |
| 2b (SSHAC Project #1) | Observe SSHAC Project #1 Workshop 2 | 2019 | Base Year | 12-17 August 2019 | 1 | 1 | 6 with NRC COR approval | Walnut Creek, CA |
| 2c (SSHAC Project #2) | Observe SSHAC Project #2 Workshop 2 | 2020 | Option Year 1 | TBD | 1 | 2 | 6 with NRC COR approval | Idaho Falls, ID |
| 2c (SSHAC Project #1) | Observe SSHAC Project #1 Workshop 3 and PPRP Briefing | 2020 (WS3) and 2021(PPRP) | Option Year 1 | WS3 June 8-12, 2020 PPRP October 20-22, 2020 | 2 | 1 | 5 for (WS3) and 3 (PPRP) with NRC COR approval | Walnut Creek, CA |
| 2d (SSHAC Project #2) | Observe SSHAC Project #2 Workshop 3 | 2022 | Option Year 2 | TBD | 1 | 2 | 4 with NRC COR approval | Idaho Falls, ID |
| 2d (SSHAC Project #2) | Observe SSHAC Project #2 PPRP Briefing | 2022 | Option Year 2 | TBD | 1 | 2 | 3 with NRC COR approval | Idaho Falls, ID |

| | | | | | | | | |
|---|---|------|---|-----|---|---|-------------------------|--|
| 4 - Subtask 4a (SSHAC Project #2) | Prepare ISG document initial draft for sending out for the required 30-day public comment period | 2019 | Base Year | TBD | 2 | 1 | 3 with NRC COR approval | Meetings will be held at NRC Headquarters or the Contractor's office in Rockville, MD. |
| 4 - Subtask 4b (SSHAC Project #2) | Incorporate public comments on the initial draft ISG document and start preparation of the second draft | 2020 | Option Year 1 | TBD | 2 | 1 | 3 with NRC COR approval | Meetings will be held at NRC Headquarters or the Contractor's office in Rockville, MD. |
| 4 - Subtask 4c (SSHAC Project #2) | Plan, facilitate, and document a public meeting to discuss public comments on the initial draft ISG, if necessary | 2020 | Option Year 1 | TBD | 1 | 1 | 4 with NRC COR approval | Meetings will be held at NRC Headquarters or the Contractor's office in Rockville, MD. |
| 4 - Subtask 4d (SSHAC Project #2) | Complete final ISG document, including formatting it for publication | 2020 | Option Year 1 (before end of June 2020) | TBD | 2 | 1 | 4 with NRC COR approval | Meetings will be held at NRC Headquarters or the Contractor's office in Rockville, MD. |

NOTES:

¹ Base Year covers FY19-Q3 through FY20-Q2. Option Year 1 covers FY20-Q3 through FY21-Q2. Option Year 2 covers FY21-Q3 through FY22-Q2.

² Travel location is an assumption used for estimation purposes only.

SECURITY

The work performed under this task order will be UNCLASSIFIED.

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 New Reactors, under Contract number 31310018D0002/31310019F0022.

(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 April 01, 2019 and will expire on March 31, 2020. The term of this task order may be extended at the option of the Government for additional Option Periods. If exercised, Section I.8 Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) is applicable.

Base Period: April 01, 2019 through March 31, 2020

Option Period(s):

Option Period One: April 01, 2020 through March 31, 2021

Option Period Two: April 01, 2021 through March 31, 2022

(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:

Name: Gerry Stirewalt

Address:

U.S. Nuclear Regulatory Commission
Office of New Reactors
Mail Stop: O-7D21
Washington, DC 20555

Telephone Number: 301-415-3698

Email Address: Gerry.Stirewalt@nrc.gov

NRC Alternate COR:

Name: Luisette Candelario

Address:

U.S. Nuclear Regulatory Commission
Office of New Reactors
Mail Stop: O-7D21
Washington, DC 20555

Telephone Number: 301-415-8189

Email Address: Luisette.Candelario@nrc.gov

(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 **\$38,239.00 (including all Option Periods as shown below)** without the prior approval of the contracting officer.

| Contract Period | Amount |
|-------------------------------------|--------------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| Total Travel for All Periods | \$38,239.00 |

(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)

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 SECTION H CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following clauses which are part of the basic IDIQ award are hereby referenced:

- 1) H.1 2052.204-70 SECURITY. (OCT 1999)
- 2) H.2 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)
- 3) H.12 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)
- 4) H. 26 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)
- 5) H. 27 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

SECTION J - List of Documents, Exhibits and Other Attachments

Task Order Attachment:

NRC Form 187 – CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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