

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 02/10/2021		2. CONTRACT NO. (If any) 31310018D0001		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310021F0010		4. REQUISITION/REFERENCE NO. NMSS-21-0022		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				c. CITY WASHINGTON	
				d. STATE DC	e. ZIP CODE 20555-0001
7. TO: PAUL MALDONADO				f. SHIP VIA	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 6220 CULEBRA RD				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.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385166		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFFICE OF NUCLEAR MATERIAL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/15/2021		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, "Review of Knowledge Management Document for Yucca Mountain." CONTRACTOR ACCEPTANCE OF TASK ORDER 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					17(i) GRAND TOTAL
c. CITY	d. STATE	e. ZIP CODE				
PARKERSBURG	WV	26106-1328				\$19,953.00

22. UNITED STATES OF AMERICA BY (Signature)		02/10/2021		23. NAME (Typed) JENNIFER A. DUDEK 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 02/10/2021	CONTRACT NO. 31310018D0001	ORDER NO. 31310021F0010
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Acceptance of Task Order No. 31310021F0010 under contract No. 31310018D0001 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.</p> <p>Accepted Task Order No. 31310021F0010 under Contract No. 31310018D0001:</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>_____ Date</p> <p>Task Order Ceiling: \$19,953.00 Task Order Obligation Amount: \$19,953.00 Accounting Info: 2021-CN200-NWF-50-50D007-1061-36-4-149-252A-36-4-149-1061 Period of Performance: 02/10/2021 to 12/15/2021</p>					

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

\$0.00

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B - Supplies or Services/Prices

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: **Review of Knowledge Management Document for Yucca Mountain**

(b) Summary work description:
The objective of this task order is to obtain technical assistance from the contractor to the NRC staff in developing the knowledge management document. In particular, the contractor will be asked to review sections of the knowledge management document to evaluate the clarity and completeness of the information. Additionally, the contractor may be requested to supplement the document on selected topics, as appropriate.

B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS

(a) The ceiling of this order for services is \$19,953.00 (Cost of [REDACTED] and Fee of [REDACTED]).

(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 \$19,953.00 (Cost of [REDACTED] and Fee of [REDACTED]). The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

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

B.3 PRICE/COST SCHEDULE

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

CLIN	Description	Est Cost	Fixed Fee	Total Cost Plus Fixed Fee
00001	Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]
00002	Fixed-Fee	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL				\$19,953.00

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

DESCRIPTION	Estimated Amount
Labor	[REDACTED]
Indirect Cost Pool (includes Fringe, Overhead, G&A, Facilities Capital, and Material Handling on Subcontractor)	[REDACTED]
Total Estimated Costs	[REDACTED]
Fixed-Fee	[REDACTED]
Total Estimated Costs and Fixed-Fee	\$19,953.00

C - Description/Specifications

C.1 STATEMENT OF WORK

PROJECT TITLE:	REVIEW OF KNOWLEDGE MANAGEMENT DOCUMENT FOR YUCCA MOUNTAIN
B&R NUMBER:	33-7-184-1061
NRC ISSUING OFFICE:	Office of Nuclear Material Safety and Safeguards (NMSS)
FEE RECOVERABLE:	No
CAC NUMBER:	001731
DOCKET NUMBER:	N/A

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Material Safety and Safeguards (NMSS), Division of Spent Fuel Management is developing a knowledge management document to assist the technical staff in its preparation for its participation in the Yucca Mountain licensing proceeding should the agency receive funding in the future to resume that proceeding.

The knowledge management document is intended to identify key technical documents, highlighting the relationship of the technical documents and the relevant regulatory topic and/or technical review, and providing additional descriptive or background material related to the technical documentation, as appropriate. This detailed 'roadmap' would assist the technical staff navigating through the thousands of existing technical documents related to the regulatory requirements and safety review, and is expected to reduce the time needed for individual technical staff preparations.

The Commission approved this knowledge management activity (SRM for COMSECY-20-0013; ML20283A415) as proposed by the staff in COMSECY-20-0013 (ML20147A011- package) for high-level waste disposal.

2.0 OBJECTIVE

The objective of this task order is to obtain technical assistance from the contractor to the NRC staff in developing the knowledge management document. In particular, the contractor will be asked to review sections of the knowledge management document to evaluate the clarity and completeness of the information. Additionally, the contractor may be requested to supplement the document on selected topics, as appropriate.

3.0 SCOPE OF WORK

3.1 TASK 1: KICKOFF 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 kick-off meeting shall be held via teleconference within 14 calendar days of the task order award.

3.2 TASK 2: REVIEW KNOWLEDGE MANAGEMENT DOCUMENT SECTION RELATED TO DEVELOPMENT OF 10 CFR Part 63

The contractor shall review the knowledge management document on the development of 10 CFR Part 63 – Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada (provided by the NRC). The contractor shall provide recommendations regarding the clarity and completeness of the knowledge management document with a focus in the infiltration rate for the period after 10,000 years.

The NRC anticipates this section will be approximately 20-30 pages. The NRC COR will provide technical direction for the section review's focus when the document is provided.

Deliverables: The contractor shall develop review comments for submission to the NRC, with follow-up supplemental information as directed by the NRC COR.

3.3 TASK 3: REVIEW KNOWLEDGE MANAGEMENT DOCUMENT SECTION RELATED TO THE TECHNICAL REVIEW FOR THE PRECLOSURE PERIOD AND ENGINEERED BARRIERS

The contractor shall review the knowledge management document for the pre-closure period topics and engineered barriers for the post-closure period (provided by the NRC). The contractor shall provide recommendations regarding the clarity and completeness of the knowledge management document.

The NRC anticipates this section will be approximately 20-40 pages. The NRC COR will provide technical direction for the section review's focus when the document is provided.

Deliverables: The contractor shall develop review comments for submission to the NRC, with follow-up supplemental information as directed by the NRC COR.

3.4 TASK 4: REVIEW KNOWLEDGE MANAGEMENT DOCUMENT SECTION RELATED TO THE TECHNICAL REVIEW FOR THE POSTCLOSURE PERIOD INCLUDING PERFORMANCE CONFIRMATION

The contractor shall review the knowledge management document for the post-closure period topics not included in Task 3 and the performance confirmation program (provided by the NRC). The contractor shall provide recommendations regarding the clarity and completeness of the knowledge management document.

The NRC anticipates this section will be approximately 30-40 pages. The NRC COR will provide technical direction for the section review's focus when the document is provided.

Deliverables: The contractor shall develop review comments for submission to the NRC, with follow-up supplemental information as directed by the NRC COR.

3.5 TASK 5: REVIEW KNOWLEDGE MANAGEMENT DOCUMENT SECTION RELATED TO THE REMAINING TECHNICAL REVIEW TOPICS AND THE ENVIRONMENTAL REVIEW

The contractor shall review the knowledge management document for the remaining technical review topics (e.g., license conditions) and the environmental review topics (e.g., transportation, ground water discharges) that will be provided by the NRC. The contractor shall provide recommendations regarding the clarity and completeness of the knowledge management document.

The NRC anticipates this section will be approximately 20-30 pages. The NRC COR will provide technical direction for the section review’s focus when the document is provided.

Deliverables: The contractor shall develop review comments for submission to the NRC, with follow-up supplemental information as directed by the NRC COR.

4.0 REPORTING REQUIREMENTS

All review comments and all task deliverables shall be submitted via electronic mail with electronic attachments consistent with the word processor in use at the NRC or in portable document format (*i.e.*, *.pdf), as appropriate to the COR and the relevant NRC technical staff.

A Monthly Letter Status Report is not required for this task order. If work was performed during the prior period, then within 10 days of the close of the prior period, the contractor shall send an email to the COR and the Contracting Officer (CO) that provides a staff hours summary. The staff hours summary shall be provided in the following format:

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

5.0 DELIVERABLES AND DELIVERY SCHEDULE

Project deliverables are listed in the table below.

TASK/SUBTASK	DELIVERABLE	DUE DATE
3.1	Kickoff meeting with NRC staff to introduce teams, establish expectations, and agree on the project schedule	Within 14 calendar days from the start of Task Order
3.2	Review comments (document section expected to be available no later than 2/15/2021)	3 weeks after NRC provides document to the Contractor for review
3.3	Review comments (document section expected to be available no later than 4/15/2021)	3 weeks after NRC provides document to the Contractor for review
3.4	Review comments (document section	4 weeks after NRC provides

	expected to be available no later than 6/15/2021)	document to the Contractor for review
3.5	Review comments (document section expected to be available no later than 7/15/2021)	3 weeks after NRC provides document to the Contractor for review

After NRC receive the review comments, NRC may request the contractor to develop additional information to supplement the knowledge management document.

6.0 QUALITY ASSURANCE

The contractor shall identify and describe in the task order proposal any applicable quality assurance (QA) program, using as the basis the CNWRA Quality Assurance Manual (QAM, transmitted to NRC on September 27, 2018, for Contract No. 31310018D001, Task Order 31310018F0053, or subsequent updated version of the QAM). For this task order, the QA program shall address the criteria of 10 CFR Part 63, Subpart G. Quality assurance comprises of all those planned and systematic actions necessary to provide adequate confidence that the assessments have been satisfactory performed. Quality assurance shall include verification for completeness, accuracy, consistency, and sufficient documentation to assure the reproducibility of the results of all calculations, laboratory experiments (if any), or modeling.

7.0 PERSONNEL QUALIFICATIONS

Professional staff proposed for the effort shall possess technical expertise in the following disciplines: transportation engineering; environmental science and engineering; seismology; materials science and corrosion; nuclear engineering; waste form; source term (thermal loads, inventory as function of different waste streams, burn-ups, and storage times); radionuclide release; radionuclide transport; risk assessment; health physics; and technical editing.

The Contractor shall provide a Program Manager who shall be responsible for the performance of work identified in this SOW. The Program Manager shall have experience with generic nuclear waste disposal.

Contractor is requested to identify designated key personnel for the task order.

8.0 TRAVEL

No travel is anticipated under this task order.

To enhance integration and support the collaborative effort expected between the staffs of the NRC and the contractor (Center) on this task, the NRC staff may participate in staff exchanges with the Center, subject to prior approval by the NRC Division Director of Spent Fuel Management and the Director of the Center.

9.0 SECURITY

Work performed under this task order will be unclassified and unsensitive. This task order does not involve contractor contact with or production of any of the following types of information:

Classified Information; Safeguards Information; Sensitive Unclassified Information (SUNSI); Export Control Information (SCI); Controlled Unclassified Information (CUI).

10.0 LICENSE FEE RECOVERABLE

All the tasks listed in Section 3 of this SOW are NOT license fee recoverable.

11.0 NRC FURNISHED MATERIAL

The COR will provide the necessary information to conduct the activities for each topic to the pertinent, identified, Center staff.

12.0 CONTRACTOR ACQUIRED MATERIAL

No materials are expected to be acquired.

D - Packaging and Marking

D.1 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: N/A.

D.2 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Material Safety and Safeguards, under Contract/order number 31310018D0001/31310021F0010.

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

(End of Clause)

F - Deliveries or Performance

F.1 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 H.3 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

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

(End of Clause)

F.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on Date of Award and will expire on December 15, 2021.

G - Contract Administration Data

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

(a) Total expenditure for travel may not exceed (Not Applicable for this Task Order) 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.

*To be incorporated into any resultant contract

(End of Clause)

H - Special Contract Requirements

H.1 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

H.2 KEY PERSONNEL. (JAN 1993)

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

- 1) [REDACTED] Program Manager; and 2) [REDACTED] Principal Investigator/Senior Scientist

*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.

H.3 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

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

Name: Jin-Ping (Jack) Gwo
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555
Mail Stop: TWFN 4B34

Phone: 301-415-8736
E-mail: Jin-Ping.Gwo@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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The COR does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

- (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as 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 the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
 - (2) Assist the contractor in the resolution of technical problems encountered during performance.
 - (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
- (7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(End of Clause)

I - Contract Clauses

I.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)