

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 06/15/2022	2. CONTRACT NO. (If any) 31310020D0011	6. SHIP TO:		
3. ORDER NO. 31310022F0017		4. REQUISITION/REFERENCE NO. NSIR-22-0002		
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		a. NAME OF CONSIGNEE  NUCLEAR REGULATORY COMMISSION		
		b. STREET ADDRESS 11555 ROCKVILLE PIKE		
		c. CITY ROCKVILLE	d. STATE MD	e. ZIP CODE 20852-2738
7. TO: ROBERT TOTH		f. SHIP VIA		
a. NAME OF CONTRACTOR ICF INCORPORATED LLC		8. TYPE OF ORDER		
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 9300 LEE HIGHWAY		REFERENCE YOUR:		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 FAIRFAX		e. STATE VA	f. ZIP CODE 220316050	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITION NG OFFICE OFFICE OF NUCLEAR MATERIAL		
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/01/2024
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS  30

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

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info 2022-X0200-FEEBASED-11-11D001-1047-17-5-122-251A 17 5 122 1047 Period of Performance: 06/15/2022 to 07/01/2024					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$0.00	17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:						
	a. NAME	FISCAL ACCOUNTING PROGRAM				\$256,969.00	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					
c. CITY	d. STATE	e. ZIP CODE					
	PARKERSBURG	WV	26106-1328				

22. UNITED STATES OF AMERICA BY (Signature) 	06/15/2022	23. NAME (Typed) JEFFREY R. MITCHELL TITLE: CONTRACTING/ORDER NG OFFICER
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**A - Solicitation/Contract Form**

**A.1 NRC SPECIFIC INFORMATION**

**CONTRACTOR ACCEPTANCE OF TASK ORDER 31310022F0017**

Acceptance of Task Order No: 31310022F0017 should be made by having an official, authorized to bind your organization.

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

**B - Supplies or Services/Prices**

**B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

- (a) The title of this project is: Emergency Preparedness Oversight for Small Modular Reactor & Other New Technologies
- (b) Summary work description: The contractor shall support the development of a conceptual framework for Emergency Preparedness oversight of Small Modular Reactor and Other New Technologies.

**B.2 CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT**

- (a) The ceiling price to the Government for full performance under this contract is \$256,969.00.
- (b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit, totaling [REDACTED]; and (2) cost of materials totaling [REDACTED]
- (c) The amount presently obligated by the Government with respect to this contract is \$171,000.00.
- (d) It is estimated that the amount currently obligated will cover performance through June 2023.
- (e) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

**B.3 PRICE/COST SCHEDULE**

CLIN	LABOR CATEOGRY	Estimated Hours	FIXED UNIT PRICE (06/15/22 – 12/26/22)	FIXED UNIT PRICE (12/27/22 – 07/01/24)	TOTAL ESTIAMTED AMOUNT (hours x blended rate)
0001	Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0002	Subject Matter Expert I	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0003	Subject Matter Expert II	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0004	Subject Matter Expert III	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0005	Subject Matter Expert IV	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0006	Senior Technical	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

	Reviewer I				
0007	Senior Technical Reviewer II	■	■	■	■
0008	Technical Reviewer I	■	■	■	■
0009	Technical Reviewer II	■	■	■	■
0010	Administrative Associate	■	■	■	■
0011	Travel	■	■	■	■
0012	G&A on Travel *	■	■	■	
	Total Estimated Cost				\$256,969.00

\*G&A rate is the approved provisional/final rate identified under G.5 2052.216-71 INDIRECT COST RATES. (JAN 1993) of Contract Number 31310020D0011.

## **C - Description/Specifications**

### **C.1 STATEMENT OF WORK**

#### **1.0 PROJECT TITLE**

**Emergency Preparedness Oversight for Small Modular Reactor & Other New Technologies**

#### **2.0 BACKGROUND**

In SECY-15-0077, "Options for Emergency Preparedness for Small Modular Reactors and other New Technologies," (Agencywide Documents Access and Management System (ADAMS) Accession No. ML15037A176) the staff requested Commission approval to initiate rulemaking to revise regulations and guidance for Emergency Preparedness (EP) for Small Modular Reactors (SMRs) and Other New Technologies (ONTs), such as non-light-water reactors and medical isotope production facilities. The staff requested in this paper that the Commission authorize a rulemaking effort to establish EP requirements for SMRs and ONTs that are commensurate with the potential consequences to public health and safety, and the common defense and security at these facilities.

The Commission approved the staff's recommendation to initiate rulemaking in order to revise regulations and guidance for EP for SMRs and ONTs in the Staff Requirements Memorandum (SRM) to SECY-15-0077 (ADAMS Accession No. ML15216A492), and further directed the staff to keep in mind the Commission's previous direction found in the SRM for SECY-14-0038, "Performance-Based Framework for Nuclear Power Plant Emergency Preparedness Oversight" (ADAMS Accession No. ML13238A018). The Commission stated, "This rulemaking provides an opportunity for the staff to further explore the pros and cons of a performance-based EP (PBEP) framework."

On May 31, 2016, in response to SRM-SECY-15-0077, the NRC staff submitted a rulemaking plan to the Commission (SECY-16-0069, "Rulemaking Plan on Emergency Preparedness for Small Modular Reactors and Other New Technologies" (ADAMS Accession No. ML16020A388)) to propose rulemaking to address EP for SMRs and ONTs. The staff included a proposed rulemaking schedule and outlined the need to develop EP requirements for SMRs and ONTs commensurate with the potential consequences to public health and safety posed by these facilities. On June 22, 2016, the Commission approved the staff's rulemaking plan in SRM-SECY-16-0069 (ADAMS Accession No. ML16174A166).

In response to the Commission's direction, the staff developed a draft regulatory basis to support the development of new EP regulations that would be consequence-oriented, performance-based, and technology inclusive to the extent possible, and continue to provide reasonable assurance of adequate protection of public health and safety. On April 13, 2017, the NRC published a draft regulatory basis including a regulatory analysis in Federal Register for public comment. (82 FR 17768) The staff issued the final regulatory basis in the Federal Register on November 15, 2017. (82 FR 52862)

In SECY-18-0103: Proposed Rule: "Emergency Preparedness for Small Modular Reactors and Other New Technologies" (ADAMS Accession No. ML18134A076), the staff requested the Commission's approval to publish the proposed rule for public comment. In SRM-SECY-18-

0103 (ADAMS Accession No. ML19321C729) the Commission approved the staff's request.

The PBEP regulatory framework as described in the proposed rule, focuses licensees' efforts on actual performance competencies, rather than control of emergency plans and procedures. In accordance with the rule, regulatory oversight would focus on licensee performance, instead of licensee processes and procedures. Some areas of focus during rulemaking that will provide a basis for developing the EP oversight program for SMRs and ONTs under this award are:

- Oversight should focus on licensee performance demonstrated during drills and exercises with specificity in the competencies to be demonstrated and standards to judge success.
- The PBEP oversight framework should be supported by a set of performance indicators and thresholds that measure performance across eight calendar quarters. Performance indicators would track ERO performance and participation, equipment and facility availability. Input to the performance indicators and implementation of corrective actions would be regularly inspected.
- The performance objectives thresholds will establish the licensee response band.
- Exercise evaluation frequency adopted by applicants and licensees should afford sufficient time during which ERO members will be provided ample opportunities to demonstrate their emergency response function capabilities. The regulations would state the required emergency response functions to be demonstrated and the standards for adequate performance will be contained in supporting guidance.
- NRC would inspect exercise critiques and the correction of identified weaknesses.

Additional background information, including a synopsis of NRC's progression towards performance-based regulations and oversight, is available in the Notice of Proposed Rule: "Emergency Preparedness for Small Modular Reactors and Other New Technologies" in the *Federal Register*. (85 FR 28436)

### **3.0 PROJECT DESCRIPTION AND OBJECTIVES**

The contractor shall support the development of a conceptual framework for EP oversight of Small Modular Reactor and Other New Technologies. As part of the framework, the contractor will assist in identifying performance objectives/measures and performance indicators (PIs) to show regulatory compliance and maintain reasonable assurance that adequate measures can and will be taken to protect the health and safety of the public. Additionally, the framework will detail the scope of guidance and procedure development required for the NRC to maintain effective oversight of SMRs and ONTs licensed under this rule. Once an approved framework has been developed, and approved by NRC officials, the contractor will assist the NRC staff in developing the guidance and procedures to support the oversight framework. The contractor will assist with preparing and issuing the draft guidance for public comment as necessary. Following any required public comment periods and comment adjudication, the guidance will be finalized and issued.

The contractor will also support any public and/or non-public (e.g. inter-office, inter-agency, etc.) meetings related to the development, approval, and implementation of the oversight framework and guidance.

### **4.0 STATEMENT OF WORK TASKS**

Under this task order, the contractor shall provide support to the NRC in developing an EP

oversight program to support the EP for SMRs and ONTs Rulemaking. The contractor will participate in a kickoff meeting to discuss the project. (Task 1) The effort will begin with the contractor assisting NRC staff to develop a conceptual framework for EP oversight of SMRs and ONTs. The framework will be reviewed and approved by the NRC's Office of Nuclear Security and Incident (NSIR) and the Office of Nuclear Reactor Regulation (NRR). (Task 2) Upon completion and approval of the framework, the contractor shall assist in the development of draft guidance documents, revision of existing guidance documents, and the development and revision of inspection procedures as necessary for (1) licensees to establish effective EP programs under the new rule, and (2) the NRC to perform oversight of licensee's EP programs to verify compliance with the regulations. The contractor will support internal NRC vetting of the draft documents, revise the drafts as directed by the NRC technical lead or COR, and prepare the documents for either final issuance or issuance for public comment. (Task 3) As necessary, the contractor will lead the receipt and organization of any public comments and assist the staff with adjudication of the comments; to include the development of a report detailing the comments received and the associated adjudication of those comments. (Task 4) Lastly, the contractor will support the development and issuance of the final guidance documents and procedures. (Task 5)

The contractor may be needed to support presentations, public meetings, ACRS meetings, response to comments, and to provide additional technical support to produce other documents associated with the rulemaking. This support will be directed by the COR or the Technical Lead on an as-needed basis.

#### **Task 1 – Attend Kickoff Meeting for Support of the Development and Implementation of an EP Oversight Program for SMRs and ONTs.**

Upon task order award, the contractor's project manager and technical lead shall attend a kickoff meeting. Depending on the current status of re-occupancy at NRC headquarters, the kickoff meeting may be held in person at NRC headquarters in North Bethesda, Maryland, or virtually. At the kickoff meeting, the NRC Contracting Officer's Representative (COR) and/or Technical Lead will provide the contractor with an overview of the project. The overview will include (1) status of the EP for SMRs and ONTs Rulemaking; (2) an overview of any expected substantive changes resulting from public comments or internal agency comments on the proposed rule; and (3) an overview of expected contractor support for the development of an EP oversight program for SMRs and ONTs.

This task should be completed within two weeks after task order award.

#### **Task 2 – Develop a Framework for EP Oversight of SMRs and ONTs.**

The contractor shall assist the Technical Lead in developing a comprehensive framework for EP oversight of reactors licensed under the new rule. The contractor will assist in analyzing the existing EP oversight program, assist with developing a risk-informed performance-based approach to EP oversight for SMRs and ONTs, identify existing EP oversight program elements that can be modified to support the risk-informed performance-based approach, and identify programmatic areas where new guidance or procedures are necessary to ensure a comprehensive and effective oversight program.

This task should be completed within approximately 4 months after award of the contract.



### **Task 3 – Develop Draft Guidance Documents**

The contractor shall develop guidance and procedures and/or revise existing guidance and procedures as necessary to implement the EP oversight framework. The contractor shall assist the NRC in adjudicating staff comments on the draft guidance documents and revising the documents as necessary. The contractor may also be asked to support any public meetings associated with the development of draft or revised guidance documents, including taking notes and assembling stakeholder comments.

The timeline for completion of this task will be tied to the development and approval of the EP oversight framework, as well as the quantity and complexity of guidance development necessary to implement the framework. The NRC expects that most of the required guidance/procedure development will be identified during development of the framework, and that this task will take approximately 6 months.

### **Task 4 – Issue Guidance for Public Comment and Adjudicate Comments**

The contractor shall assist the NRC with preparing and issuing the draft guidance for public comment. The contractor shall also assist with the development of FRN(s) as necessary. Once the public comment period(s) has ended, the contractor shall collect, bin, and make recommendations on the adjudication of comments in preparation for NRC staff review. The contractor may also be asked to support any public meetings associated with increasing awareness or understanding of the guidance during the public comment period.

The overall timeline will depend on many factors, including NRC concurrence on the draft guidance. Comment adjudication should be completed and a summary report provided to the NRC within approximately 5 months following the closure of the public comment period.

### **Task 5 – Develop the Final Guidance Documents**

The contractor shall develop the final guidance document(s) that will provide guidance on developing and implementing the EP oversight program for SMRs and ONTs in accordance with the new rule. This will include revisions based on adjudicated public comments, NRC management comments, and Office of General Counsel comments. The contractor may also be asked to support any public meetings associated with discussion of final or revised guidance documents, including taking notes and assembling stakeholder comments.

The timeline for completion of this task will be tied to the completion of previous tasks and is subject to change.

## **5.0 DELIVERABLES**

The contractor shall provide monthly letter reports, due within 20 days following the last day of each month, summarizing accomplishments, expenditures, and any problems encountered. These reports shall be submitted electronically to the COR and to the Contract Specialist

Within five working days after the kickoff meeting (Task 1), the contractor shall provide the COR with a meeting summary which reflects the contractor's understanding of the approach for

supporting the EP for SMR and ONT Rulemaking.

The contractor shall provide the following deliverables to the NRC COR on or before the stated due-date. The staff expects to be working closely with the contractor, and expects the contractor to provide working drafts for comment and to maintain frequent communication as needed to ensure completion of the work within agreed upon time frames.

	<b>DELIVERABLE &amp; ACCEPTANCE CRITERIA</b>	<b>Due Date</b>
1	Kickoff Meeting Summary.	NLT 5 working days after Kickoff Meeting
2	Develop a conceptual framework for NRC oversight of EP for SMRs and ONTs. The framework should identify all applicable regulations, describe performance objectives/measures and indicators, and provide a general description of all processes, procedures, and guidance needed to ensure effective oversight. Acceptance Criteria: Draft framework, including revisions as necessary, to be approved by NSIR/NRR.	TBD
3	Develop draft guidance documents and revise existing guidance documents as needed. Assist in developing the FRN to issue documents for public comment as needed. Acceptance Criteria: Draft guidance documents and/or revisions are complete. Documents that require public comment are ready for publication and the FRN has been developed to issue the documents for comment.	TBD
4	Assist in the collection and adjudication of public comments. Acceptance Criteria: All comments are adjudicated, and a summary report is delivered to NRC.	TBD
5	Develop the final guidance documents incorporating NRC management, OGC, and public comments. Acceptance Criteria: Final guidance documents and/or revisions are complete and ready for publication.	TBD

## **6.0 PROPOSED PERSONNEL REQUIREMENTS**

The contractor shall identify a Project Manager (PM) with a minimum 8 years of experience as a PM and 4 years of experience in one or more of the technical areas described below. All other technical staff shall have a minimum of 2 years of relevant work experience in one or more of the technical areas described below.

The team of proposed staff shall have experience in all of the following areas:

- Emergency planning; emergency preparedness oversight; graded approach to emergency preparedness; relevant emergency preparedness regulations including 10 CFR 50.47, 10 CFR 50.54(q), and Appendix E to 10 CFR Part 50; associated EP regulatory guides, guidance documents, and generic communications; and risk-informed and performance-based regulation.

Education and Skillsets that are not Required, but Desired for this Task Order Requirement:

- Experience and familiarity with performance-based regulations is preferable and will be given higher technical consideration than other regulatory experience.
- Experience and familiarity with small modular reactors and other new technologies, such as non-LWR designs, is preferable and will be given higher technical consideration.
- The technical team proposed for this project shall, collectively, have an understanding of NRC rulemaking, and shall have suitable experience in the development and implementation of the NRC's regulations for emergency planning and preparedness.
- Familiarity with the EP for SMRs and ONTs proposed rule, the NRC's Transition to Decommissioning Rulemaking effort, or the NRC's 2011 Emergency Preparedness Rule is preferable and will be given the greatest consideration when evaluating proposals.

## **7.0 MATERIALS PROVIDED**

Documents identified in this statement of work are publicly available through the NRC's online document retrieval system (ADAMS) by referencing the ADAMS accession number provided for the document via the NRC public web site ([www.nrc.gov](http://www.nrc.gov)).

## **8.0 TRAVEL**

Travel may be required under this task order, but it is not anticipated that travel will be anything more than local travel. As such, for estimating purposes please include [REDACTED] for the life of the Task Order in your proposal.

All travel will require prior written approval from the COR.

## **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 Security and Incident Response, under Contract/order number 31310022F0017.

**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:

Electronic copies to:



Jeffrey Mitchell  
Contracting Officer (CO)  
[jeffrey.mitchell@nrc.gov](mailto:jeffrey.mitchell@nrc.gov)

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

The period of performance shall commence on June 15, 2022 and will expire on July 31, 2024.

**G - Contract Administration Data**

**G.1 ELECTRONIC PAYMENT (DEC 2017)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

## **H - Special Contract Requirements**

### **H.1 USE OF PERMANENT AND LOANER DEVICE SOLUTIONS DURING INTERNATIONAL TRAVEL (FEB 2020)**

In order to ensure the secure use of mobile devices by contractors while on official international travel, the NRC has implemented the following requirements. These policies establish best practices in accordance with Management Directive 12.5, "NRC Cybersecurity Program."

#### **NRC-assigned Permanent Laptops**

Due to security risks, NRC-assigned permanent laptops shall not be used for international travel by contractors for any reason.

#### **NRC-assigned Loaner Laptops**

NRC loaner laptops specifically configured for international travel, if provided, are the only NRC-provided mobile equipment that may be used by contractors while on official agency international travel. Under the NRC's Agency-Wide Mobility Policy, loaner tablets and mobile phones are not provided to contractors. All NRC loaner devices will be wiped of all data upon returning from each international trip.

#### **Personal Devices**

The use of personal laptops, tablets and mobile phones while on official international travel is not prohibited. However, if a contractor is using a personal device to perform work for the NRC while on international travel, the contractor must leverage an NRC authorized solution (Citrix Remote Desktop, IBM MaaS360, Microsoft Office 365 (O365)) to access NRC information.

#### **Personal International Travel**

The NRC does not support requests for loaner laptops, tablets or mobile phones while contractor employees are on personal international travel.

### **H.2 CONTRACTOR CONDUCT (APRIL 2020)**

The contractor will ensure that all contractor staff receive anti-harassment training before being granted facility access. The Government reserves the right to deny or restrict facility access for any Contractor employee who engages in any conduct that the agency believes adversely affects the work place. The imposition of a restriction or prohibition shall not excuse the Contractor from performance of obligations under the contract.

### **H.3 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)**

#### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and

supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions, as applicable. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.



#### **H.4 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

#### **H.5 GREEN PURCHASING (SEP 2015 )**

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

#### **H.6 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

**H.7 KEY PERSONNEL. (JAN 1993)**

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

[REDACTED]

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

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

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

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

**H.8 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:

Primary COR:

[REDACTED]

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (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)