

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/20/2022		2. CONTRACT NO. (If any) 31310020D0017		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310022F0120		4. REQUISITION/REFERENCE NO. NRR-22-0039		b. STREET ADDRESS 11555 ROCKVILLE PIKE	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				c. CITY ROCKVILLE	
				d. STATE MD	e. ZIP CODE 20852-2738
7. TO: NEIL NUMARK a. NAME OF CONTRACTOR NUMARK ASSOCIATES INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 1220 19TH ST NW SUITE 500				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<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 WASHINGTON		e. STATE DC	f. ZIP CODE 200362444		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFF OF NUCLEAR REACTOR REGULATION	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF				14. GOVERNMENT B/L NO.	
a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/2024	16. DISCOUNT TERMS 15

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)
	THIS IS A TASK ORDER UNDER CONTRACT NO. 31310020D0017 UNDER TECHNICAL SUPPORT SERVICE AREA 3.1 "REACTOR LICENSING TECHNICAL ASSISTANCE," FOR WORK ENTITLED, "TECHNICAL ASSISTANCE IN SUPPORT OF NRC'S REACTOR LICENSING REVIEW OF NUSCALE LOCA, 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						\$510,153.88
c. CITY PARKERSBURG		d. STATE WV	e. ZIP CODE 26106-1328			17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)		09/20/2022		23. NAME (Typed) MONIQUE B. WILLIAMS TITLE: CONTRACTING/ORDER NG OFFICER	
---	--	------------	--	--	--

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/20/2022	CONTRACT NO. 31310020D0017	ORDER NO. 31310022F0120
-----------------------------	-------------------------------	----------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>NON-LOCA, AND LONG-TERM COOLING TOPICAL REPORTS METHODOLOGY MODEL UPDATE."</p> <p>CONTRACTOR ACCEPTANCE OF TASK ORDER 31310022F0120:</p> <p>Acceptance of Task Order No. 31310022F0120 under Contract No. 31310020D0017 should be made by having an official, authorized to bind your organization.</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>_____ Date</p> <p>Task Order Ceiling: \$510,153.88 Task Order Obligation Amount: ██████████</p> <p>Accounting Info: 2022-X0200-OTHERREQ-20-20D008-20B807-3010-17-4-173-251A-17-4-173-3010-OTHR Period of Performance: 09/20/2022 to 12/31/2024</p>					

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

\$0.00

- B - Supplies or Services/Prices4
 - B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION.....4
 - B.2 CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALTERNATE I4
 - B.3 PRICE/COST SCHEDULE.....4
- C - Description/Specifications6
 - C.1 STATEMENT OF WORK.....6
- D - Packaging and Marking17
 - D.1 PACKAGING AND MARKING17
 - D.2 BRANDING17
- E - Inspection and Acceptance.....18
 - E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013).....18
- F - Deliveries or Performance19
 - F.1 PLACE OF DELIVERY-REPORTS19
 - F.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013).....19
- G - Contract Administration Data20
 - G.1 REGISTRATION IN FEDCONNECT® (MAY 2021)20
 - G.2 ELECTRONIC PAYMENTS (DEC 2017) – ALTERNATE 1.....20
 - G.3 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)20
 - G.4 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)23
- H - Special Contract Requirements.....24
 - H.1 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016).....24
 - H.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY27
 - H.3 DEFINITION AND HANDLING OF EXPORT CONTROLLED INFORMATION.....27
 - H.4 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS.....29
 - H.5 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)30
 - H.6 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016).....31
 - H.7 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES32
 - H.8 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)33
 - H.9 GREEN PURCHASING (SEP 2015).....33
 - H.10 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS33
 - H.11 KEY PERSONNEL. (JAN 1993)34
 - H.12 2052.204-70 SECURITY. (OCT 1999).....34
- J - List of Documents, Exhibits and Other Attachments37

B - Supplies or Services/Prices

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Technical Assistance in Support of NRC's Reactor Licensing Review of NuScale Loss-of-Coolant Accident (LOCA), Non-LOCA, and Long-Term Cooling Topical Reports Methodology Model Update.

(b) Summary work description: The objective of this task order is to obtain technical expertise from the contractor to assist the staff in determining the adequacy of the NuScale LOCA, Non-LOCA, and LTC methodology and evaluation models as described in the respective revised topical reports.

B.2 CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALTERNATE I

(a) The total estimated cost to the Government for full performance of this contract is \$510,153.83 of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee.

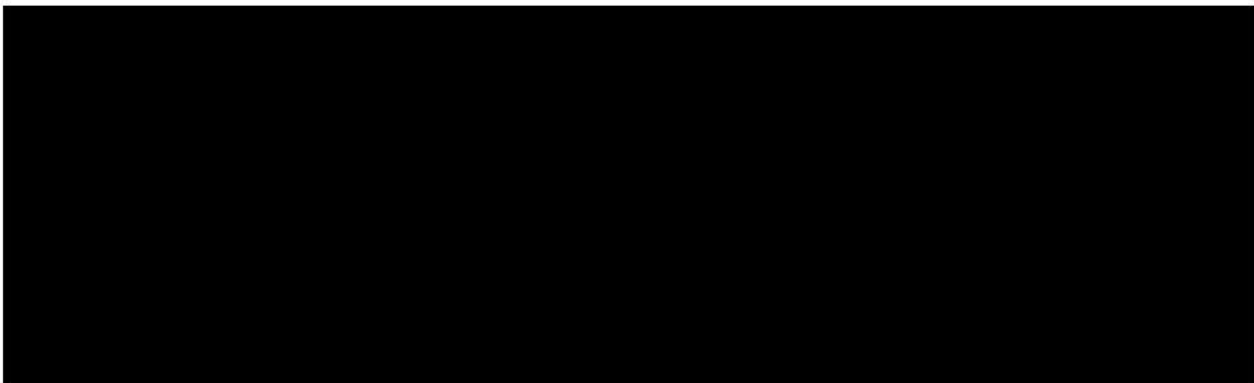
(c) The amount currently obligated by the Government with respect to this contract is [REDACTED] of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

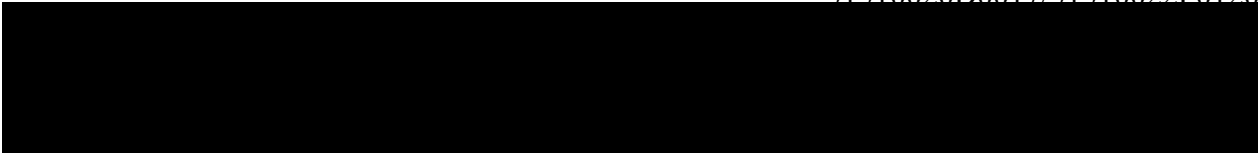
(d) It is estimated that the amount currently obligated will cover performance through December 2022.

(e) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

(f) 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 \$510,153.88
--	----------------------

C - Description/Specifications

C.1 STATEMENT OF WORK

TASK ORDER STATEMENT OF WORK

1. PROJECT TITLE

Technical Assistance in Support of NRC's Reactor Licensing Review of NuScale LOCA, Non-LoCa, and Long-Term Cooling Topical Reports Methodology Model Update

2. BACKGROUND

NuScale Power, LLC revised the loss-of-coolant accident (LOCA), non-LOCA, and long-term cooling (LTC) topical reports (TR) which were previously reviewed and approved by the NRC staff. The revised TRs are expected to be submitted in late Calendar Year (CY) 2022 for NRC review. NuScale revised these TRs to incorporate design changes to support a future Standard Design Approval (SDA) application. The LTC topical report is considered a new report, however the TR is an update to the LTC information provided in NuScale's approved design certification application. These TRs describe the methodology, evaluation models, and the use of NRELAP5 and SIMUALTE3-K codes to evaluate the LOCA, non-LOCA, and LTC transients using a combination of the guidance in Design Specific Review Standards (DSRS) and existing Standard Review Plan (SRP) (NUREG-0800-Review of Safety Analysis Reports for Nuclear Power Plants). The NuScale NRELAP5 is based on the Idaho National Laboratory RELAP5-3D code. SIMULATE3-K is a 3D, space-time kinetics code based on Studsvik's SIMULATE-3, static, two group, neutron diffusion code.

The modified LOCA and non-LOCA evaluation models (EM) will be developed following the Evaluation Model Development and Assessment Process (EMDAP) of Regulatory Guide (RG) 1.203. The process of assessing and validating the NRELAP5 and SIMULATE3-K codes for LOCA and non-LOCA transients will be described and compared against code assessment cases. Also, the LTC methodology is an extension of the NuScale LOCA EM and uses a graded approach to the EMDAP defined in RG 1.203. In addition, the TRs will include sample calculations that shows the application of the LOCA and non-LOCA methodologies to the NuScale Plant Module and describe any event specific methodology.

10 CFR Part 50 Appendix A establishes many of the LOCA, non-LOCA, and LTC regulatory requirements which the NuScale reactor design must meet. In addition, the LTC evaluation results must demonstrate the emergency core cooling system (ECCS) conformance with the acceptance criteria in 10 CFR 50.46(b)(4) and 10 CFR 50.46(b)(5) for coolable geometry and LTC for the LTC phase when stable natural circulation has developed through the ECCS configuration. During the revised topical reports review, the Staff of Nuclear Methods, Systems and New Reactors Branch (SNRB), using a combination of DSRS and SRP guidance, will review the applicability of existing models and correlations to the NuScale design modifications, any NuScale code modifications and their associated technical basis, assessment cases used to validate any LOCA, non-LOCA, and LTC codes, review NuScale sample transient calculations and any other models or assumptions which comprise the LOCA, non-LOCA, and LTC EMs.

3. PROJECT DESCRIPTION AND OBJECTIVE(S)

The objective of this task order is to obtain technical expertise from the contractor to assist the staff in determining the adequacy of the NuScale LOCA, Non-LOCA, and LTC methodology and evaluation models as described in the respective revised topical reports.

The Contractor must provide all resources necessary to accomplish the tasks and provide deliverables described in this Statement of Work (SOW). This SOW is organized into the following six tasks:

- 1) **Perform Familiarization Review /Acceptance Review and Evaluation of the Topical Report Revisions**
- 2) **Prepare for and Participate in NRC On-Site Audit**
- 3) **Develop and Evaluate 1st Round of RAIs; Recommend and Perform Potential Confirmatory Analysis; Deliver first Draft Technical Evaluation Report (TER)**
- 4) **Develop and Evaluate 2nd round of RAIs and revise Draft TER**
- 5) **Provide Support for NRC Meetings; Finalize TER**

This Statement of Work for this Task Order falls within the Technical Support Service Area 3.1 Reactor Licensing Technical Assistance.

4. STATEMENT OF WORK TASKS

In late CY2022, NuScale is expected to submit revised LOCA, Non-LOCA, and LTC topical reports that incorporate updates to the methodology to accommodate design changes that NuScale plan to implement. The Contractor shall provide technical assistance and expertise for the review of the revised topical reports. The TER that the contractor shall develop based on the review shall follow the format of the previous topical report safety evaluation.

Note: All deliverables shall be sent to the COR and Lead Technical Engineer.

Task 1. Perform Familiarization/Acceptance Review and Evaluation of the Topical Report Revisions

Sub-task 1.1 Familiarization/Participate in Kick-off Meetings

After task order award, the contractor shall participate in a kick-off meeting with the COR and Contracting Officer to discuss contract management and task order expectations. The Contractor shall also participate in a technical kick-off meeting on an agreed upon date after NRC receipt of the topical reports, with the COR and SNRB Staff technical reviewers, to discuss the scope of work and schedule. Prior to the technical kick-off meeting, the contractor shall become familiar with the applicable NRC documents; the NuScale reactor design and previous versions of the topical reports; and the documents related to the revisions to the three topical reports listed below.

TR-0516-49416, "Non-Loss-of-Coolant Accident Analysis Methodology Report"

TR-0516-49422, "Loss-of-Coolant Accident Evaluation Model"

TR-0916-51299, "Long-Term Cooling Methodology"

Sub-task 1.1 – Deliverable: The contractor shall prepare a summary of the technical kick-off

meeting that includes, at a minimum, the following information: (1) identification of meeting participants from the NRC and Contractor, (2) minutes of the meeting that clearly describe the substance of the meeting, and (3) any action items and decision from the meeting.

Sub-task 1.2 – Perform Acceptance Review

The contractor shall support the staff with the acceptance review of the topical reports. The contractor shall evaluate if the overall approach proposed by the applicant follows regulatory guidance, and the information provided in the topical report (TR) is sufficient for staff to make a regulatory finding.

Subtask 1.2 Deliverable: Based on the evaluation, the contractor shall prepare an email documenting its findings, the plan to review, and recommendations for staff to consider in its decision regarding whether the TRs can be accepted for review.

Sub-task 1.3 – Initial Evaluation of each revised TR

The contractor shall perform an initial evaluation of NRC provided documents and revised topical reports.

The contractor shall review the revised topical reports in their entirety to ensure that the design and methodology changes are adequately accounted for in the sections of the reports that did not change. However, the primary focus of the reviews shall be on the sections of the reports that contain revisions and the modifications:

- 1) transient and accident analyses described in TRs. The contractor shall evaluate whether the approach proposed in the revisions by the applicant adequately complies with all applicable regulatory guidance.
- 2) adequacy and applicability of computer codes and methods used for LOCA, Non-LOCA, and LTC events.

In conjunction with the review of the modifications to these topical reports, the contractor shall also be required to review other supporting documents related to the revisions of these TRs.

The contractor shall communicate periodically with the COR and shall inform the COR immediately of any significant issues identified during the review of added topical report supporting documents.

Sub-task 1.3 – Deliverable: The contractor shall prepare a list and high-level description of significant technical issues identified in this initial review of the modified TRs.

Task 2. Prepare for and Participate in NRC Audit

Subject to COR Technical Direction, the Contractor shall provide technical support for audits. Specifically:

Sub-task 2.1 – Assist in Development of an Audit Plan

The contractor shall Identify issues to audit, and review pre-audit supporting documents received from the applicant provided by the COR.

Sub-task 2.1 – Deliverable: The Contractor shall prepare draft Audit Plan material highlighting potential technical issues and intended scope objectives.

Sub-task 2.2 –Prepare for and Conduct Audit

Prior to the audit, the contractor shall have reviewed any additional supporting documentation provided by the COR. The contractor shall participate in an NRC audit, as well as prepare communications (e.g. power point presentations) of significant issues found during the audit as directed by the COR. During the audit the contractor shall review provided documents. The contractor also shall update the COR on progress of any identified issues found before each audit interaction with NRC staff and NuScale Technical Staff.

Sub-task 2.3 – Prepare and Provide Communications on Key Audit findings

The contractor shall prepare presentation on key audit findings. The contractor shall participate in interactions with NRC staff and NuScale technical staff on the findings. The contractor shall identify additional supporting materials needed to support the official RAI and begin to prepare first draft of Technical Evaluation Report (TER) based on the review.

Sub-task 2.3 – Deliverable: Key Audit Findings Presentation

Sub-task 2.4 – Assist in Preparation of Audit Report

The contractor shall prepare input for the NRC audit report.

Sub-task 2.4 – Deliverable: The Contractor shall prepare a written summary of key audit issues and audit activities.

Task 3. Perform Evaluation and Prepare Draft TER

Sub-task 3.1 – Develop 1st Round of RAI(s) and Draft TER

The contractor shall develop the first round of requests for additional information (RAIs) for NuScale TRs. The contractor will further evaluate additional supporting material provided as a result of the audit and participate in meetings with NRC and NuScale technical staff to resolve issues. The contractor shall develop a draft TER with open items that should be addressed by RAI responses.

Sub-task 3.1 – Deliverable: The contractor shall prepare a list of draft RAIs identifying potential technical issues. Provide a draft version of the TER containing open items.

Subtask 3.2 – Provide Confirmatory Analysis Recommendations

At the direction of the COR, the contractor shall provide recommendations on the need for Confirmatory Analysis for any identified significant issues. The contractor shall perform confirmatory analysis as agreed upon with the COR.

Sub-task 3.2 – Deliverable: Recommended areas where confirmatory analyses are needed to address identified significant issues and Confirmation Analyses results.

Sub-task 3.3 – Evaluate Applicant RAI responses

The contractor shall evaluate the Applicant's response to the 1st round of RAIs and determine if outstanding issues have been adequately resolved.

Sub-task 3.3 – Deliverable: Identify outstanding issues. Discuss with the COR options to resolve remaining outstanding issues.

Sub-task 3.4 – Update Draft TER

The contractor shall identify any remaining significant issues and document applicant's compliance with NRC requirements related to subject TRs and potential chapter 15 accident scenarios and analyses events in the updated draft TER. Further confirmatory analysis will be discussed and considered as necessary as deemed by the COR. The contractor shall perform additional confirmatory analysis that will be required on a case-by-case basis.

Sub-task 3.4 – Deliverable: Updated draft TER

During this task, the contractor shall provide periodic status reports to the NRC COR by e-mail as requested.

Task 4. Develop and Evaluate 2nd round of RAIs; revise Draft TER

Sub-task 4.1 – Develop 2nd Round of RAI(s)

The contractor shall further review the recent submitted materials and changes to supporting NuScale technical documents and develop a second round of RAIs based on results from the evaluation of the 1st round of RAI responses as needed. If any new confirmatory analysis is performed by NuScale or the contractor, the contractor shall provide an assessment of the concern and discuss results with NRC Staff (and possibly NuScale technical personnel) to resolve the issues.

Sub-task 4.1 – Deliverable: List of draft RAI updates.

The contractor shall develop the second round of RAIs as needed.

Sub-task 4.2 – Evaluate applicant RAI responses and update Draft TER

The contractor shall incorporate changes as needed into the Draft TERs including any NRC staff comments provided by the COR, as well as any other changes or resolution/closure issues that may have arisen from the contractor's review of the applicant's responses to the second round of RAIs. The contractor shall provide any agreed upon confirmatory analyses as related to NuScale's technical/topical reports supporting Chapter 15 analyses.

Sub-task 4.2 – Deliverable: Provide a report summary from the contractor's review of the

applicant's responses to the second round of RAIs and updates needed for the Draft TER to the COR.

During this task, the contractor shall provide periodic status reports to the NRC COR by e-mail as requested.

Task 5. Support for NRC Meeting and Final TER

Sub-task 5.1 – Support for NRC Meetings

As directed by the COR, the contractor shall:

- Develop draft “Advisory Committee on Reactor Safeguards” (ACRS) presentation PowerPoint slides and other supporting material for NRC staff to review and approve prior to the ACRS meeting, and support NRC staff's ACRS presentations.
- Participate in the ACRS meeting, provide technical support during the ACRS meeting, and assist NRC COR to address ACRS comments and/or questions that arise during the course of the meeting.

Sub-task 5.1 – Deliverable:

The contractor shall prepare ACRS presentation slides and materials.

Sub-Task 5.2 – Finalize TER

The contractor shall prepare the Final TER Draft with open items based on ACRS and NRC staff comments. The COR will review the Final TER Draft, and subsequently provide comments to the contractor. The contractor shall incorporate the NRC staff comments provided by the COR into the Final TER Draft, which once reviewed and accepted by the COR, will constitute the Final TER, which is the final deliverable of this Task Order.

Sub-task 5.2 – Deliverable: Finalized TER

During this task, the contractor shall continue to provide periodic status reports to the NRC COR by e-mail as requested.

4. APPLICABLE DOCUMENTS AND STANDARDS

The below applicable documents are available on the U. S. Nuclear Regulatory Commission's public website at www.nrc.gov .

- Key regulatory requirements are specified in Title 10 of the Code of Federal Regulations, Part 50 and/or 52 – “Licenses, Certifications, and Approvals for Nuclear Power Plants”.
- Detailed review guidance for the review is provided in Chapter 15 sections of NUREG-0800, “Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants: LWR Edition - Transient and Accident Analysis” and NuScale Design-Specific Review Standard (DSRS). NuScale Design-Specific Review Standard Scope and Safety Review Matrix document

is provided to assist the reviewer in the selection of the applicable SRP/DSRS section. This DSRS Matrix is applicable to a NuScale design-related DC, COL, or ESP application under 10 CFR Part 52. The principal purpose of the SRP and DSRS is to assure the quality and uniformity of staff safety reviews with support in Regulatory Guide 1.203, “Transient and Accident Analysis Methods.”

- The previous version of the topical reports and safety evaluation reports will be provided by the COR.

5. DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS

The contractor shall provide the deliverables stated in the table below in electronic format unless directed by the COR. The electronic format shall be provided using a Microsoft-based product, (e.g., Outlook, Word, Excel, PowerPoint) unless the COR and the contractor specifically agree on another format. All deliverables shall be in the format of draft version, revision version with redline/strikeout with a change-control appendix, and a revised version which can be the final version. The contractor shall maintain appropriate revision control in an electronic format.

For each “final” deliverable (e.g., preliminary, draft, or final) that accomplishes a specific portion of a subtask activity, the contractor shall provide an electronic copy to the COR. The contractor shall explicitly state in its submittal that the product provided is the deliverable for Task/Subtask XX, as further described below.

The contractor shall develop (as necessary), maintain, and control data, files, information, and deliverables pursuant to this task order.

The contractor shall provide the deliverables by the due dates stated below or as otherwise directed by the COR.

Milestone, Deliverables and Schedules Applicable for Each Task			
Task No	Task Description	Milestone/Deliverables	Due Dates
1	Subtask 1.1 – Familiarization/ Participate in Kick-off Meetings	An email to the COR detailing summary of the technical kick-off meeting.	1 week after completion of meeting
	Subtask 1.2 – Perform Acceptance Review	An email to the COR detailing acceptance review findings and recommendations and plan to review	3 weeks after COR authorization to begin this subtask
	Subtask 1.3 – Initial Evaluation Each Revised TR	An email to the COR detailing the significant issues found during initial evaluation of the material.	5 weeks after COR authorization to begin this subtask
2	Subtask 2.1 – Assist in Development of an Audit Plan	Audit Plan material highlighting potential technical issues and intended scope objectives.	12 weeks after notified by the COR

	Sub-task 2.3 – Prepare and Provide Communications on Key Audit Findings	Presentation on key audit issues	12 weeks after notified by the COR
	Subtask 2.4 – Assist in Preparation of Audit Report	Audit Report Input	12 weeks after notified by the COR
3	Subtask 3.1 – Develop 1 st Round of RAI(s) and draft TER	Draft RAIs identifying potential technical issues and draft TER	12 weeks after notified by the COR
	Section 3.2 – Provide Confirmatory Analysis Recommendations	Confirmatory Analysis Recommendations and Results	12 weeks after notified by the COR
	Subtask 3.4 – Evaluate applicant RAI responses and Update Draft TER	Update 1 st draft TER Confirmatory analysis results as directed.	6 weeks after the receipt of 1 st RAI responses
4	Subtask 4.1 – Develop 2 nd Round of RAI(s)	2 nd draft RAI(s) identifying potential technical issues.	8 weeks after the receipt of 1 st RAI responses
	Subtask 4.2 – Evaluate applicant RAI responses and update Draft TER	Summary review report for updated RAI(s) evaluations Update draft TER	8 weeks after the receipt of 2 nd RAI response
5	Subtask 5.1 – Support for NRC Meetings	ACRS presentation slides and materials	3 weeks prior to ACRS meeting (TBD)
		ACRS meeting summary	2 weeks after ACRS meeting
	Subtask 5.2 – Finalize TER	Final TER with possible open items	4 weeks after the ACRS meeting
	Tasks 3, 4, and 5	Periodic Status Reports	As requested by COR
	All	*Monthly Letter Status Report (MLSR) per the Base Contract	*20 th Calendar Day of the following month

*If no work was performed during the prior month, the contractor shall not prepare and submit an MLSR.

The contractor shall submit the raw and processed data and worksheet and/or input files used in testing and analyses upon request by the COR in a tabulated Excel format or other format as directed by the COR.

The above deliverables shall be submitted to the COR and the Lead Technical Engineer. The MLSR shall also be submitted to the Contracting Officer (CO). Unless otherwise directed by the COR or the CO, the contractor must provide all deliverables except the MLSR as draft products.

The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the COR and then deliver a revised version of the deliverable, which will then be considered the Final Version. When mutually-agreed upon between the contractor and the COR, the contractor may submit preliminary or partial drafts to help gauge the contractor’s understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the COR’s comments on the previous draft.

6. REQUIRED LABOR CATEGORIES

REACTOR LICENSING TECHNICAL ASSISTANCE MINIMUM QUALIFICATIONS	
<p>Note 1: All contractor technical staff shall have the following: Education: Minimum education standard: Bachelor’s Degree in Engineering or Science</p>	
Required Experience	Minimum Years of Experience
<p>Note 2: Project Manager (PM):</p>	
<ul style="list-style-type: none"> • Managing projects of similar nature and complexity 	10 years
<p>Note 3: Technical Staff (Subject Matter Expert’s (SME), Senior Technical Reviewer (STR), Technical Engineer (SE):</p> <p>(Note: The qualification requirements related to RELAP5 computer code cannot be replaced by any other equivalent experiences.)</p>	
<p>RELAP5 computer code:</p> <ul style="list-style-type: none"> • Demonstrated experience using RELAP5 codes for LOCA analyses and performing realistic PWR transient analysis using RELAP5 code. • Demonstrated experience with RELAP5 computer code application to Light Water Reactor application. • Demonstrated experience with NRC regulations pertaining to light water reactor ECCS performance during LOCA as well as Non-LOCA and LTC. 	10 years
<p>RELAP5/MOD3.3 or RELAP5-3D:</p> <ul style="list-style-type: none"> • Demonstrated experience in RELAP5 code development and maintenance experience associated with the code internal numerical schemes, physical models, coding structures and input manuals 	10 years
<p>Code Scalability, Applicability, and Uncertainty (CSAU):</p> <p>Demonstrated experience with Code Scalability, Applicability, and Uncertainty (CSAU) methodology. Thermal-hydraulic testing and analysis</p> <ul style="list-style-type: none"> • Demonstrated experience of code review based on CSAU methodology with the knowledge of realistic LOCA evaluation methodology, LWR thermal hydraulics, testing and analysis • Demonstrated experience of code review based on CSAU methodology with the knowledge of realistic non-LOCA and LTC evaluation methodology, LWR thermal hydraulics, testing and analysis 	5 years

<p>Regulatory analysis and review experience:</p> <ul style="list-style-type: none"> • Demonstrated experience with Regulatory analysis and review experience • Demonstrated experience applying 10CFR Part 50.46, Appendix K EM, NUREG-0800, Regulatory Guide 1.206, SRP Chapter 15 and associated NRC Guidance to PWR safety system • Demonstrated experience with LWR system, LWR LOCA PIRT development and LOCA responses • Demonstrated experience analyzing LWR system response during normal operation or LOCA transient. • Demonstrated experience with requests for additional information (RAI) <ul style="list-style-type: none"> • Demonstrated experience and familiarity with development of technical evaluation reports (TER) 	<p>5 years</p>
<p>Additional computer codes used for LOCA and Non-LOCA:</p> <ul style="list-style-type: none"> • Including, but not limited to, knowledge or equivalent on RELAP5, VIPRE, and reactor physics computer codes. 	<p>5 years</p>

7. GOVERNMENT-FURNISHED PROPERTY

NRC Laptop and laptop accessories (ECI requirement)

8. PERIOD OF PERFORMANCE

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

9. PLACE OF PERFORMANCE

All work shall be performed at the contractor’s site, except for travel described in Section 10.0. of the SOW.

10. SPECIAL CONSIDERATIONS

TRAVEL/MEETINGS

- **Task 2:** One 4-person, 3-day audit at NuScale site (Corvallis, OR)
- **Task 5:** One 2-person, 2-day meeting at the NRC’s Rockville, Maryland headquarters.

Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this task order.

All travel requires prior written approval from the COR.

Travel will be reimbursed in accordance with FAR 31.205-46, “Travel costs” and the General Services Administration’s Federal Travel Regulations at: <http://www.gsa.gov/portal/content/104790>.

All travel requires prior written approval from the COR.

Key Personnel

Refer to Section H.11 KEY PERSONNEL (JAN 1993)

SECURITY

Work on this task order will involve the handling of documents that contain proprietary information and Export Controlled Information (Refer to Section H.2 Definition and Handling of Export Controlled Information).

LICENSE FEE RECOVERY

All work under this task order is license fee recoverable.

DATA RIGHTS

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. The definition of "unlimited rights" is contained in Federal Acquisition Regulation (FAR) 27.401, "Definitions." FAR clause at FAR 52.227-14, "Rights in Data-General," is hereby incorporated by reference and made a part of this contract/order.

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 Reactor Regulation, under Contract/order number 31310020D0017/31310022F0120.

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.

Contract Deliverables:

Refer to Section C.1, Statement of Work, Subsection 5

F - Deliveries or Performance

F.1 PLACE OF DELIVERY-REPORTS

a. Contracting Officer's Representative (COR):
Refer to Section G.2 2052.215-71 CONTRACTING OFFICER
REPRESENTATIVE AUTHORITY. (OCT 1999)

b. Contracting Officer (1 electronic copy) - Monthly Letter Status Report (MLSR) Only

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

This order shall commence on September 20, 2022 and will expire on December 31, 2024.

G - Contract Administration Data

NRC Local Clauses Incorporated by Full Text

G.1 REGISTRATION IN FEDCONNECT® (MAY 2021)

The Nuclear Regulatory Commission (NRC) uses Unison Software Inc.'s secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Vendors/contractors shall use FedConnect for the submission of responses to solicitations, acknowledgment of receipt of award and modification documents; and may be required to submit monthly letter status reports and other deliverables through FedConnect as well. Please see Section C of this award for details regarding submission of deliverables.

Therefore, in order to do business with the NRC, vendors and contractors shall register to use FedConnect at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect shall have authority to bind the vendor/contractor. There is no charge for using FedConnect. Assistance with FedConnect is provided by Unison, not the NRC. FedConnect contact and assistance information is provided on the FedConnect web site.

G.2 ELECTRONIC PAYMENTS (DEC 2017) – ALTERNATE 1

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 on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: NRC@fiscal.treasury.gov .

NRCAR Clauses Incorporated By Full Text

G.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:

COR Name: John Budzynski

Address:

U.S. Nuclear Regulatory Commission
Office Nuclear Reactor Regulation
Washington, DC 20555-0001

Phone No.: 301-415-1979

Email Address: john.budzynski@nrc.gov

Alternate COR Name: Joshua Miller

Address:

U.S. Nuclear Regulatory Commission
Office Nuclear Reactor Regulation
Washington, DC 20555-0001

Phone No.: 301-415-8398

Email Address: joshua.miller@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)

G.4 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)

(a) Total expenditure for travel may not exceed [REDACTED] without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

*To be incorporated into any resultant contract

(End of Clause)

H - Special Contract Requirements

H.1 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) the capability to access a computer system during its operation or maintenance in such a way that could

cause or that has a relatively high risk of causing grave damage; or (d) the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The contractor individual's clearance status will thereafter be communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems or data; access on a continuing

basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

H.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will provide the contractor with the following items for use under this contract:

NRC Laptop and laptop accessories

(b) The equipment/property listed below is hereby transferred from contract/agreement number:[Insert contract/agreement number here], to contract/agreement number:[Insert contract/agreement number here]:

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.3 DEFINITION AND HANDLING OF EXPORT CONTROLLED INFORMATION

Definition of Export Controlled Information

Export Controlled Information (ECI) is unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives,

to include dual use items; items identified in export administration regulations, international traffic in arms regulations and the munitions list; license applications; and sensitive nuclear technology information.

ECI is a sub-category of Controlled Unclassified Information (CUI). ECI is defined in the CUI Registry, which is maintained by the National Archives, (<https://www.archives.gov/cui/registry/category-list>). The CUI Registry itself resides in 32 CFR 2002 (https://ecfr.io/Title-32/cfr2002_main). Executive Order 13556 establishes the program for managing CUI and designates the National Archives as the Executive Agent for this program.

The program for managing CUI/ECI exists within the framework of a larger body of export control laws, regulations and directives that include but are not limited to: the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. § 2751 et seq.); the Export Administration Act of 1979 as continued under the International Emergency Economic Powers Act (Title II of Pub.L. 95-223, 91 Stat. 1626, October 28, 1977); Trading with the Enemy Act (50 U.S.C. App. 5(b) as amended by the Foreign Assistance Act of 1961); Assistance to Foreign Atomic Energy Activities (10 CFR part 810); Export and Import of Nuclear Equipment and Material (10 CFR part 110); International Traffic in Arms Regulations (22 CFR parts 120 through 130); Export Administration Regulations (15 CFR part 730 through 734); Foreign Assets Control Regulations (31 CFR parts 500 through 598); and the Espionage Act (37 U.S.C. 791 et seq.)

Who can access ECI?

All contractor personnel eligible to access ECI information must have either US Citizenship

Status or Permanent Resident Alien status (i.e., Green Card holder status). Individuals having neither US Citizenship status nor Permanent Resident Alien status are ineligible to participate in the technical work of this contract or task order effort.

Handling of ECI:

If the contractor has any questions/concerns regarding handling of ECI material they should contact their cognizant Contracting Officer's Representative (COR) for guidance.

ECI Processing

(a) Electronic processing (including storage and transmission) of ECI shall only be performed on NRC equipment. The NRC-provided laptop will have the capability to connect to the NRC network using a Virtual Private Network along with the user's valid NRC credentials. The NRC-provided laptop must remain in the continental United States at all times and must not be accessed by a foreign national (non-U.S. citizen).

(b) Electronic ECI must be encrypted when not in use.

(c) Electronic messaging regarding the ECI shall only be performed between the user's NRC email account and an NRC email account of another person that has been determined to have a need-to-know the ECI.

(d) ECI must only be shared with individuals that have a need to know the information and must be verified to be a U.S. citizen (i.e., not a foreign national) or Permanent Resident Alien (Green Card holder).

(e) Printed ECI shall be controlled as follows:

(1) ECI must not be exposed in public environments (e.g., trains, airplanes) or to a foreign national.

(2) Physical storage of printed sensitive information must be in a locked cabinet or drawer when not under the physical control of the user.

(3) Physical transmission of ECI must only be performed using one of the following methods:

a. U.S. Postal Service: First Class Mail, Registered Mail, Express Mail, Certified Mail.

b. Hand-carried by any individual authorized access to the ECI. That individual shall retain the ECI in his or her possession to the maximum extent possible unless they place the document in the custody of another person authorized access to the ECI in question.

c. Approved commercial express carriers. Transmit in single opaque envelope.

(f) ECI must not be taken outside of the continental United States, regardless of whether it is in electronic or printed form.

(g) ECI must not be shown, discussed, shared, transmitted, or otherwise provided to any person without first verifying that they are either a U.S. citizen (e.g., foreign nationals cannot have access to ECI) or have Permanent Resident Alien status (Green Card holder).

(h) In the event that the contractor violates or fails to comply with these requirements, the contractor shall notify the designated contract or task order Contracting Officer, the designated contract or task order COR, and the IDIQ COR (if applicable) within three calendar days of the occurrence. Notification shall take the form of an e-mail containing information sufficient to describe the occurrence.

(i) NRC contractors shall ensure that their employees, subcontractor employees, and consultants who have been granted access to ECI comply with the requirements of this clause. Failure to timely report the required information could result in revocation of IT-II Clearance status of contractor (or subcontractor) employee(s) and revocation of NRC system access; removal of contractor (or subcontractor) employee(s) from the contract or task order in question; termination of the contract or task order; as well as a negative CPARS evaluation.

H.4 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 each year. 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.5 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Additional annual required online NRC training includes but is not limited to the following:

- (1) Information Security (INFOSEC) Awareness
- (2) Continuity of Operations (COOP) Awareness
- (3) Defensive Counterintelligence and Insider Threat Awareness
- (4) No FEAR Act
- (5) Personally Identifiable Information (PII) and Privacy Act Responsibilities Awareness

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

Contractor Monthly Letter Status Reports (MLSR) must include the following information for all completed training:

- (1) the name of the individual completing the course;
- (2) the course title; and
- (3) the course completion date.

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) the name of the individual who has not yet completed the training;
- (2) the title of the course(s) which must still be completed; and
- (3) the anticipated course completion date(s).

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

H.6 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, OOU-Allegation Information or OOU-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.7 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.8 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)

The following Contractor employees, subcontractor personnel, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing: (1) individuals who have access to classified information (National Security Information and/or Restricted Data); (2) individuals who have access to Safeguards information (section 147 of the Atomic Energy Act of 1954, as amended); (3) individuals who are authorized to carry firearms while performing work under this contract; (4) individuals who are required to operate government vehicles or transport passengers for the NRC; (5) individuals who are required to operate hazardous equipment at NRC facilities; (6) individuals who administer the agency's drug program or who have Employee Assistance Program duties; (7) individuals who have unescorted access to vital or protected areas of Nuclear Power Plants, Category 1 Fuel Cycle Facilities, or Uranium Enrichment Facilities; or (8) incident/emergency response personnel (including on-call).

H.9 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.10 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.11 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.

H.12 2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or

any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information,

except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Document Version	Date	Number of Pages
1	Billing Instructions for Cost Plus Fixed Fee Contracts	BASE	09/13/2022	10
2	NRC Form 187 Contract Security and-or Classification Requirements	BASE	09/13/2022	2