

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ZEROREQ-NMSS-23-0037	5. PROJECT NO. (If applicable) EWC
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001	CODE NRCHQ	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SOUTHWEST RESEARCH INSTITUTE ATTN PAUL MALDONADO 6220 CULEBRA RD SAN ANTONIO TX 782385166	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 31310023D0004 31310023F0032
		10B. DATED (SEE ITEM 13) 03/30/2023
CODE PB11V1KH3KV4	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNT NG AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Bilateral: Definitize Task Order No. 31310023F0032

E. IMPORTANT Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This action definitizes this task order issued on 03/30/2023 as a placeholder to hold part of the minimum guarantee for contract no. 31310023D0004 entitled, "Charter Contract for the Operation of the Center for Nuclear Waste Regulatory Analyses as the NRC's Federally Funded Research and Development Center (FFRDC)-Seventh Renewal."

At this time the NRC definitizes this task order titled "Center for Nuclear Waste Regulatory Analyses (CNWRA) Management and Infrastructure-Related Activities," for which a Statement of Work and applicable clauses are incorporated.

Task Order Ceiling (Base and All Options): \$2,196,022.00
Task Order Exercised Ceiling: ██████████
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JENNIFER A. DUDEK
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 04/28/2023
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
31310023D0004/31310023F0032/P00001

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NAME OF OFFEROR OR CONTRACTOR
SOUTHWEST RESEARCH INSTITUTE

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Task Order Obligated Amount: \$264,000.00 Period of Performance: 05/01/2023 to 04/30/2024				

Section B - Supplies or Services/Prices was added and reads as follows.

B - Supplies or Services/Prices

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: **Center for Nuclear Waste Regulatory Analyses (CNWRA) Management and Infrastructure-Related Activities**

(b) Summary work description:

The objective of this task order is to obtain service and technical support from the contractor in areas that cannot be charged directly to other task orders but are direct costs to NRC that do not affect any other government contract for general operations costs. Specifically, as referred to in the Statement of Work for the Charter contract, *C.2.3.8 CNWRA Management and Infrastructure-Related Activities*, these areas include the development and implementation of necessary administrative, financial, management, and quality assurance procedures and practices needed to successfully operate an FFRDC such as information technology (IT) and security infrastructure.

B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS

(a) The ceiling of this order for services is [REDACTED]. The amount will increase as follows, upon exercise of any option periods.

Option Period 1:	[REDACTED]
Option Period 2:	[REDACTED]
Option Period 3:	[REDACTED]
Option Period 4:	[REDACTED]
TOTAL:	\$2,196,022.00

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is \$264,000.00 of which [REDACTED] represents cost, and [REDACTED] represents fixed-fee. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

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

B.3 PRICE/COST SCHEDULE

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

CLIN	Description	Est Cost	Fixed Fee	Total Cost Plus Fixed Fee
00001	Base Year - Estimated Cost & Fee			
TOTAL				
10001	Option Year 1 - Estimated Cost & Fee			
20001	Option Year 2 - Estimated Cost & Fee			
30001	Option Year 3 - Estimated Cost & Fee			
40001	Option Year 4 - Estimated Cost & Fee			
TOTAL				\$2,196,022.00

Total Estimated Cost and Fixed-Fee breakdown by cost element for the base period and optional periods is presented below.

DESCRIPTION	Estimated Amount - Base Year	Estimated Amount - Option Year 1	Estimated Amount - Option Year 2	Estimated Amount - Option Year 3	Estimated Amount - Option Year 4	Total Estimated Costs
Labor						
Other Costs-Consultants/Services						
Travel						
Subtotal						
Indirect Cost Pool (includes Fringe, Overhead, G&A, Facilities Capital, and Material Handling on Subcontractor)						
Total Estimated Costs						
Fixed-Fee						
Total Estimated Costs and Fixed-Fee						\$2,196,022.00

Section C - Description/Specifications was added and reads as follows.

C - Description/Specifications

C.1 STATEMENT OF WORK

Contents

- C.1 Background
- C.2 Objective
- C.3 Scope of Work
 - C.3.1 Oversight, Reporting, and Non-Project or Task-Order Specific Technical Support
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 - C.3.3 Training, Staff Skill Development and Maintenance
 - C.3.4 Quality Assurance (QA) Program
 - C.3.5 Compliance with the Federal Information Security Modernization Act
 - C.3.6 Access of Controlled Unclassified Information (CUI)
- C.4 Reporting Requirements
 - C.4.1 Monthly Letter Status Report (MLSR)
 - C.4.2 Semi-Annual and Annual Management and Financial Reports
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- C.5 Deliverables and Delivery Schedule
- C.6 Applicable Documents and Standards
- C.7 Section 508 – Information and Communication Technology Accessibility
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- C.10 Contractor Travel
- C.11 Applicable Publications (Current Editions)
- C.12 Security Requirements
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- C.14 Other Applicable Information

C.1 Background

The Center for Nuclear Waste Regulatory Analysis (CNWRA) performs project work required by the U.S. Nuclear Regulatory Commission (NRC) within its purpose, mission, scope, and special competencies as described in the Charter Contract (Contract No. TBD) and in accordance with 48 C.F.R. (FAR) 6.302-3(a)(2)(ii). The CNWRA was established in 1987 as the NRC's federally funded research and development center (FFRDC), with its roles and responsibilities delineated in the CNWRA's Charter (Attachment 1, Charter Contract No. TBD). The contractor, the Southwest Research Institute (SwRI), created and maintains the CNWRA as an independent, autonomous business unit with its independent management and infrastructure, as required by the FAR, within the organizational structure of SwRI and with the ability to utilize the laboratories, facilities, and equipment housed at SwRI. To support the accounting structure of SwRI, a Management and Infrastructure (M&I) task order is required to support the oversight of staff work at the CNWRA, to provide periodical report on the progress of staff work and accomplishment to the NRC, to support staff training and maintain staff skill currency, to apply accepted quality assurance standards to the work, and to ensure the information technology and security infrastructure meets the requirements for contractors of the federal government.

C.2 Objective

The objective of this task order is to obtain service and technical support from the contractor in areas that cannot be charged directly to other task orders but are direct costs to NRC that do not affect any other government contract for general operations costs. Specifically, as referred to in the Statement of Work for the Charter contract, *C.2.3.8 CNWRA Management and Infrastructure-Related Activities*, these areas include the development and implementation of necessary administrative, financial, management, and quality assurance procedures and practices needed to successfully operate an FFRDC such as information technology (IT) and security infrastructure.

C.3 Scope of Work

Six specific tasks encompassing activities outlined in section *C.2 Objective* above are describe as follows.

C.3.1 Oversight, Reporting, and Non-Project or Task-Order Specific Technical Support

The contractor shall provide management, financial oversight and reporting, and technical support associated with the FFRDC that is non-project or task-order specific, including special annual or other reporting requirements (see Table in section C.5). Non-project or task-order specific technical support may include one-time, emerging but short-duration, on-demand requirements from the NRC to support NRC management and technical staff in accomplishing tasks related to multiple and overall tasking as identified in the statement of work of the Charter contract (Contract No. TBD).

C.3.2 Information Management Systems (IMS) Support

The contractor shall provide support to IMS for hardware and software infrastructure required to meet the information security requirements described in section C.3.5 of this task order or to conduct NRC-funded projects and non-M&I task orders. The contractor may be requested by the NRC Office of the Chief Information Officer to assist the assessment of the IMS infrastructure at SwRI on a to-be-specified, regular interval. The contractor may also be requested to provide cybersecurity assessment report in conjunction with the IMS infrastructure assessment, at the discretion of the NRC Chief Information Security Officer.

C.3.3 Training, Staff Skill Development and Maintenance

The contractor shall continue to develop and sustain technical, analytical, and regulatory capabilities of its staff, through training or other means, as specified by NRC or as required to fulfill particular requirements of NRC-funded projects or task orders. However, this may exclude professional meetings that focus on subject matters related to non-M&I task orders, in which case the contractor shall request specifically in its task order proposals for travel and personnel support to these meetings. No reporting requirements are needed for this subtask.

C.3.4 Quality Assurance (QA) Program

The contractor shall maintain and implement a quality assurance program that meets the specific requirements of Clause H.1.1 QUALITY ASSURANCE of the Charter contract (Contract No. TBD), excluding task- and project-specific requirements, which are budgeted as direct costs to those tasks and projects. This includes QA surveillance, annual QA audit, and modification to

the CNWRA QA program. The contractor shall provide annual QA audit report and QA trend analysis report, and, when requested by the CO or the COR, the documentation of results from QA surveillance. In the event that modifications are made to the CNWRA QA program, the contractor shall submit a revised CNWRA QA Manual for NRC staff reviews and approval.

C.3.5 Compliance with the Federal Information Security Modernization Act

The contractor shall ensure its IMS comply with the Federal Information Security Modernization Act (2014). Specifically Center management and staff shall comply with the National Institute of Science and Technology (NIST) Special Publication (SP) 800-18, *Guide for Developing Security Plans for Information Technology Systems*, as Revision 1, NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations*, as Revision 2, and NRC Management Directive 12.5, NRC Cybersecurity Program. At the discretion of the NRC Chief Information Security Officer, the contractor may also be requested to provide cybersecurity assessment report in conjunction with the IMS infrastructure assessment described in section C.3.2 of this task order.

C.3.6 Access of Controlled Unclassified Information (CUI)

The contractor shall maintain the currency of CNWRA staff's security and information access clearance in support of projects and/or non-M&I task orders, in accordance with Executive Order 13556, 32 CFR Part 2002, and the CUI Registry. The contractor shall submit required staff clearance forms for evaluation and approval of the NRC's personnel security branch, maintain the records, and provide records for NRC staff's reviews as requested. The contractor shall ensure that CNWRA staff complete associated initial and annual training requirements as needed for personnel performing under the contract. If required for access authorization, the contractor shall ensure SwRI and CNWRA staff complete initial and random drug testing. The contractor shall follow the best practices to maintain and exchange CUI and project documents or information, following the direction of the CORs of non-M&I task orders. SwRI shall provide confirmation via email to the COR of this task order, when and where applicable, 1) that all required security clearance and NRC information technology access authorization documents remain up-to-date or have been submitted to the NRC's personnel security branch for approval; and 2) NRC information technology security training requirements have been completed.

C.4 Reporting Requirements

C.4.1 Monthly Letter Status Report (MLSR)

The contractor shall provide a Monthly Letter Status Report which consists of a technical progress report and financial status report. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving activities and producing deliverables. The report shall include order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

C.4.2 Semi-Annual and Annual Management and Financial Reports

The contractor shall provide semi-annual and annual management and financial reports as

specified in section C.5 of this task order, in particular with respect to subtask C.3.1.

C.4.3 Quality Assurance Program Reports

The contractor shall provide annual quality assurance program reports as specified in section C.5 of this task order, in particular with respect to subtask C.3.4.

C.5 Deliverables and Delivery Schedule

Section #	Deliverable	Due Date	Format	Submit to
C.4.1	MLSR Monthly Report	20 th of the following month	Word or Adobe PDF Document	CO/COR
C.3.1	Semi-annual DOE revenue report	As applicable	Word or Adobe PDF Document	CO/COR
C.3.1	Annual report to NSF on post-doctoral employment.	As applicable	Word or Adobe PDF Document	CO/COR
C.3.1	Annual report to NSF of funding sources	As applicable	Word or Adobe PDF Document	CO/COR
C.3.1	GED Management Plan Revision	As needed	Word or Adobe PDF Document	CO/COR
C.3.1	Annual Summary of Work-for-Others	As applicable	Word or Adobe PDF Document	CO/COR
C.3.2 & C.3.5	Cybersecurity Assessment Report	Upon request or as applicable	Word or Adobe PDF Document	CO/COR/NRC CISO
C.3.4	Annual QA audit report	As applicable.	Word or Adobe PDF Document	CO/COR
C.3.4	QA trend analysis	As applicable	Word or Adobe PDF Document	CO/COR
C.3.4	QA surveillance results	Upon request or as applicable	Word or Adobe PDF Document	CO/COR
C.3.4	CNWRA QA Manual Revision	As needed	Word or Adobe PDF Document	CO/COR

C.7 Section 508 – Information and Communication Technology Accessibility

C.7.1 Introduction

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board) pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology (EIT) accessibility standards for the federal government. The Standards for Section 508 of the Rehabilitation Act (codified at [36 CFR § 1194](#)) were revised by the Access Board, published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018. The Revised 508 Standards have replaced the term EIT with information and communication technology (ICT). ICT is information technology (as defined in [40 U.S.C. 11101\(6\)](#)) and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated

content. Examples of ICT include, but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents.

The text of the Revised 508 Standards can be found in 36 CFR § 1194.1 and in Appendices A, C and D of 36 CFR § 1194 (at https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194main_02.tpl).

C.7.2 General Requirements

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its deliverables (both products and services) within the scope of this contract/order are

1. in conformance with, and
2. support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in Appendices A, C and D of 36 CFR § 1194.

C.7.3 Applicable Provisions of the Revised 508 Standards

The following is an outline of the Revised 508 Standards that identifies what provisions are always applicable and which ones may be applicable. If “Maybe” is stated in the table below, then those provisions are applicable only if they are within the scope of this acquisition.

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194
Yes	Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements https://www.ecfr.gov/current/title-36/chapter-XI/part-1194/appendix-Appendix%20A%20to%20Part%201194
Yes	Section 508 Chapter 1: Application and Administration - sets forth general application and administration provisions
Yes	Section 508 Chapter 2: Scoping Requirements - containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications)
Maybe	Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements https://www.ecfr.gov/cgi-bin/text-idx?SID=8955408cf446edc7ae4a66a5261c22b3&mc=true&node=ap36.3.1194_12.c&rgn=div9
Maybe	Chapter 3: Functional Performance Criteria – applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards
Maybe	Chapter 4: Hardware
Maybe	Chapter 5: Software
No	Chapter 6: Support Documentation and Services (applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support) (Always applies if Chapters 4 or 5 apply)

Yes	Chapter 7: Referenced Standards
Maybe	Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000 https://www.ecfr.gov/cgi-bin/text-idx?SID=8955408cf446edc7ae4a66a5261c22b3&mc=true&node=ap36.3.1194_12.d&rqn=div9

Refer to Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case.

Section E203.2 applies only to the NRC, except as specified below.

C.7.4 Exceptions

C.7.4.1 Legacy ICT

Unless a deliverable of this contract/order is identified in this contract/order as Legacy ICT, use by the Contractor of the *Legacy ICT* general exception (section E202.2 of 36 CFR § 1194) shall only be permitted on a case-by-case basis for applicable legacy ICT and with advance written approval from the COR.

C.7.4.2 Undue Burden

The *Undue Burden* general exception (section E202.6 of 36 CFR § 1194) is not expected to be applicable to work performed by the Contractor. If there are questions about potential application of this exception please discuss with the CO.

C.7.4.3 Fundamental Alteration or Best Meets

If the Contractor wishes to use the *Fundamental Alteration* (section E202.6 of 36 CFR § 1194) or *Best Meets* (section E202.7 of 36 CFR § 1194) general exceptions the Contractor shall do the following:

1. provide the COR with information necessary to support the agency’s documentation requirements, as identified in sections E202.6.2 and E202.7.1 of 36 CFR § 1194, respectively
2. request and obtain written approval from the COR for development and/or use, as applicable to the scope of the contract/order, of an alternative means for providing individuals with disabilities access to and use of the information and data, as specified in sections E202.6.3 and E202.7.2 of 36 CFR § 1194, respectively.

C.7.4.4 National Security Systems

Based on the definition at [40 U.S.C. 11103\(a\)](#), the *National Security Systems* general exception (section E202.3 of 36 CFR § 1194) is not applicable to this contract/order.

C.7.4.5 ICT Functions Located in Maintenance or Monitoring Spaces

The Contractor shall confirm with the COR that an ICT deliverable of this contract/order will be located in maintenance or monitoring spaces before assuming that the *ICT Functions Located in Maintenance or Monitoring Spaces* general exception (section E202.5 of 36 CFR § 1194) applies.

Note that this exception does not apply to features of the ICT (such as Web interfaces) that can be accessed remotely, outside the maintenance or monitoring space where the ICT is located.

C.7.5 Additional Requirements

C.7.5.1 Notification Due to Impact from NRC Policies, Procedures, Tools and/or ICT Infrastructure

If and when 1) the Contractor is dependent upon NRC policies, procedures, tools and/or ICT infrastructure for Revised-508-Standards-conformant delivery of any of the products or services under this acquisition, and 2) the Contractor is aware that conformance of products or services will be negatively impacted by capability gaps in NRC policies, procedures, tools and/or ICT infrastructure, the Contractor shall inform the COR so that the NRC can both be aware and take corrective action.

C.7.5.2 Accessibility of Electronic Content

For electronic content (as defined in section E103 of 36 CFR § 1194) deliverables of this contract/order:

1. If a deliverable is in the form of an Adobe Portable Document Format (PDF) file and is either *Public Facing* or *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) the Contractor shall ensure that it conforms to both section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1)
2. Unless the Contractor requests and obtains advance written approval from the COR for a specific deliverable or class of deliverables, the contractor shall ensure that
 1. deliverables that are not *Public Facing* and not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194
 2. deliverables that are in the form of PDF files, are not *Public Facing* and are not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1).

C.7.5.3 Other

It is desirable that the Contractor address the applicable provisions of the Revised 508 Standards throughout product and service lifecycles rather than only performing a conformance check toward the end of a process.

If and when the Contractor provides custom ICT development services pursuant to this acquisition, the Contractor shall ensure the ICT products and services fully support the applicable provisions of the Revised 508 Standards prior to delivery and before final acceptance.

If and when the Contractor provides installation, configuration or integration services for ICT products (equipment and/or software) pursuant to this acquisition, the Contractor shall not install, configure or integrate the ICT equipment and software in a way that reduces the level of conformance with the applicable provisions of the Revised 508 Standards.

If and when the scope of this contract/order includes work by the Contractor to collect, directly from NRC employees or the Public, requirements for the procurement, development, maintenance or use of ICT the Contractor shall identify the needs of users with disabilities in conformance to section E203.2.

C.7.6 ICT Accessibility Deliverables

The Contractor shall provide the following ICT accessibility deliverables, when within the scope of this contract/order.

C.7.6.1 Accessibility Conformance Report (ACR)

This report shall be submitted for ICT products, systems or application deliverables. A written ACR shall be based on the Voluntary Product Accessibility Template (VPAT), as specified at <https://www.itic.org/policy/accessibility/vpat> or provide equivalent information. This report has the purpose to document the state of conformance to the Revised 508 Standards for the subject product, system or application.

C.7.6.2 Supplemental Accessibility Report (SAR)

This report shall be submitted for ICT products, systems or application deliverables that have been custom developed or integrated by the Contractor to meet contract/order requirements. A written SAR shall contain:

- a) Description of evaluation methods used to produce the ACR, to demonstrate due diligence in supporting conformance claims;
- b) Information on core functions that can't be used by persons with disabilities; and,
- c) Information on how to configure and install the ICT item to support accessibility

C.7.6.3 ICT Support Documentation

This documentation shall be submitted for ICT products, systems or application deliverables. The support documentation shall include:

- a) Documentation of features that help achieve accessibility and compatibility with assistive technology for persons with disabilities (as required by section 602 of 36 CFR § 1194);
- b) For authoring tools that generate content (documents, reports, videos, multimedia, web content, etc.): Information on how the tool enables the creation of accessible electronic content that conforms to the Revised 508 Standards (see section 504 of 36 CFR § 1194), including the range of accessible user interface elements the tool can create;
- c) For platform software (as defined in section E103.4 of 36 CFR § 1194) and software tools that are provided by a platform developer: Documentation on the set of accessibility services that support applications running on the platform to interoperate with assistive technology, as required by section 502.3 of 36 CFR § 1194.

C.7.6.4 ICT Support Documentation (Alternate Formats)

Upon request, alternate formats for non-electronic support documentation shall be provided (as required by section 602.4 of 36 CFR § 1194).

C.7.6.5 Document Accessibility Checklist

This checklist shall be submitted for ICT electronic content deliverables that are documents (as defined in section E103 of 36 CFR § 1194), if the requirement is specified elsewhere in this acquisition that testing be performed. A completed checklist summarising the subject document's state of conformance to the applicable WCAG 2.0 Level A and AA Success Criteria (as referenced in section E205.4 and 702.10 of 36 CFR § 1194) and, for PDF files, ISO 14289-1

(PDF/UA-1).

C.7.6.6 Communication to ICT Users

N/A

C.8 Incremental Development for Software

N/A

C.9 Place of Performance

The work will be performed at the contractor site at Southwest Research Institute, 220 Culebra Road, San Antonio, Texas 78238.

C.10 Contractor Travel

The NRC is anticipating semi-annual meetings between NRC and CNWRA Senior Management. It is anticipated that these meetings may be held via teleconference unless otherwise requested by the NRC COR.

C.11 Applicable Publications (Current Editions)

The contractor shall comply with the following applicable regulations, publications, manuals, and local policies and procedures:

1. Quality Assurance Program: 10 CFR Part 50, Appendix B, 10 CFR Part 63, Subpart G, 10 CFR Part 71, Subpart H, 10 CFR Part 72, Subpart G
2. Information Management System Security:
 - a. National Institute of Science and Technology (NIST) Special Publication (SP) 800-18, Revision 1, NIST SP 800-171, Revision 2
 - b. NRC Management Directive 12.5
 - c. Executive Order 13556, 32 CFR Part 2002

C.12 Security Requirements

The contractor shall be required to return NRC issued Personal Identification Verification (PIV) cards/badges to the COR at the end of the contract period of performance. If a contractor voluntarily leaves the company, the badge must be returned on the employee's final day of employment. Once the badge is returned to the NRC, the contractor will no longer have access to NRC buildings, sensitive information technology systems or data. Additional information related to the returning of PIV badges can be found in Management Directive 12.1, Section 5.

C.13 Personnel Qualifications

As specified in the base contract, the contractor shall provide individuals who have the required educational background and work experience to meet the objectives of the work specified in this task order. Specific qualifications for this effort include:

The contractor shall provide a contractor Project Manager (*Key Personnel) to oversee the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete as defined in the base contract.

The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this task order, including assurance that all information contained in the

technical and cost proposals, including resumes, is accurate and truthful. The resume for each professional proposed to work under this task order (contractor, subcontractor, or consultant) shall describe the individual's experience in applying his or her area of engineering and/or managerial specialization to work in the proposed area. The use of particular personnel on this contract is subject to the NRC COR's approval. This includes any proposed changes to key personnel during the life of the task order.

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C.14 Other Applicable Information

All work under this task order is not license fee recoverable.

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Section D - Packaging and Marking was added and reads as follows.

D - Packaging and Marking

D.1 PACKAGING AND MARKING

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A.

D.2 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Material Safety and Safeguards, under Contract/order number 31310023D0004/31310023F0032.

Section E - Inspection and Acceptance was added and reads as follows.

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.

Section F - Deliveries or Performance was added and reads as follows.

F - Deliveries or Performance

F.1 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

a. Contracting Officer’s Representative (COR)
Refer to Section H.4 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

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

(End of Clause)

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

This task order shall commence on **May 01, 2023** and will expire on **April 30, 2024**. The term of this task order may be extended at the option of the Government for an additional four 1-Year Option Periods. The option periods of this task order will only be exercised should the base contract option periods be exercised. If exercised Section I.8 Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000) is applicable.

Base Period: May 01, 2023 - April 30, 2024

- Option Period(s):
- Option Period One: May 01, 2024 - April 30, 2025
- Option Period Two: May 01, 2025 - April 30, 2026
- Option Period Three: May 01, 2026 - April 30, 2027
- Option Period Four: May 01, 2027 - April 30, 2028

(End of Clause)

Section G - Contract Administration Data was added and reads as follows.

G - Contract Administration Data

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

- (a) Total expenditure for travel may not exceed \$29,485.00 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)

Section H - Special Contract Requirements was added and reads as follows.

H - Special Contract Requirements

H.1 NRC SPECIFIC INFORMATION

The contractor must be mindful of the following clauses under the base contract are fully effective and applicable to this task order.

SECTION H - Special Contract Requirements

H.2 SECURITY REQUIREMENTS FOR CONTRACTORS (JULY 2022)

H.3 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS (MAY 2022)

H.4 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS – GENERAL EXCEPTIONS (JUL 2016)

H.10 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)

H.13 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)

H.17 SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS (SEP 2013)

H.18 2052.204-70 SECURITY. (OCT 1999)

H.19 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

Attachment No. 8 - *NRC Form 187 Contract Security and/or Classification Requirements* of the base contract is hereby incorporated by reference into this task order.

H.2 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 annually.

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.3 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

Project Manager: [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.

(End of Clause)

H.4 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:

Name: Jin-Ping (Jack) Gwo
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555
Telephone Number: 301-415-8736
Email: Jin-Ping.Gwo@nrc.gov

Alternate COR:

Name: Kristina Banovac
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555
Telephone Number: 301-415-7116
Email: Kristina.Banovac@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)

Section I - Contract Clauses was added and reads as follows.

I - Contract Clauses

I.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
 - (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public;
or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

I.2 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the task order.

(End of clause)

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments was added and reads as follows.

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date